

**UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 9**

IN THE MATTER OF:

Master Plating
San Diego
County of San Diego
California

Robert Castro

Respondent

ADMINISTRATIVE ORDER ON
CONSENT FOR REMOVAL ACTION

U.S. EPA Region 9
CERCLA Docket No. 2003-03

Proceeding Under Sections 104, 106(a), 107
and 122 of the Comprehensive
Environmental Response, Compensation,
and Liability Act, as amended, 42 U.S.C. §§
9604, 9606(a), 9607 and 9622

TABLE OF CONTENTS

I.	JURISDICTION AND GENERAL PROVISIONS	3
II.	PARTIES BOUND	3
III.	DEFINITIONS	3
IV.	FINDINGS OF FACT	5
V.	CONCLUSIONS OF LAW AND DETERMINATIONS	7
VI.	ORDER	8
VII.	DESIGNATION OF CONTRACTOR, PROJECT COORDINATOR, AND ON-SCENE COORDINATOR	8
VIII.	WORK TO BE PERFORMED	9
IX.	SITE ACCESS	12
X.	ACCESS TO INFORMATION	13
XI.	RECORD RETENTION	14
XII.	COMPLIANCE WITH OTHER LAWS	15
XIII.	EMERGENCY RESPONSE AND NOTIFICATION OF RELEASES	15
XIV.	AUTHORITY OF ON-SCENE COORDINATOR	15
XV.	PAYMENT OF RESPONSE COSTS	16
XVI.	DISPUTE RESOLUTION	17
XVII.	FORCE MAJEURE	18
XVIII.	STIPULATED PENALTIES	19
XIX.	COVENANT NOT TO SUE BY EPA	21
XX.	RESERVATIONS OF RIGHTS BY EPA	21
XXI.	COVENANT NOT TO SUE BY RESPONDENT	22
XXII.	OTHER CLAIMS	23
XXIII.	CONTRIBUTION PROTECTION	23
XXIV.	INDEMNIFICATION	24
XXV.	INSURANCE	24
XXVI.	MODIFICATIONS	25
XXVII.	NOTICE OF COMPLETION OF WORK	25
XXVIII.	SEVERABILITY/INTEGRATION/APPENDICES	25
XXIX.	EFFECTIVE DATE	26

I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Order on Consent ("Order") is entered into voluntarily by the United States Environmental Protection Agency ("EPA") and Robert Castro ("Respondent"). This Order provides for the performance of a removal action by Respondent and the reimbursement of certain response costs incurred by the United States at or in connection with the property located at 2109 Newton Avenue in San Diego, County of San Diego, California, and any surrounding property which may be contaminated from Master Plating's historical operations, the "Master Plating Site" or the "Site."

2. This Order is issued under the authority vested in the President of the United States by Sections 104, 106(a), 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9604, 9606(a), 9607 and 9622, as amended ("CERCLA").

3. EPA has notified the State of California (the "State") of this action pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

4. EPA and Respondent recognize that this Order has been negotiated in good faith and that the actions undertaken by Respondent in accordance with this Order do not constitute an admission of any liability. Respondent does not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Order, the validity of the findings of facts, conclusions of law, and determinations in Sections IV and V of this Order. Respondent agrees to comply with and be bound by the terms of this Order and further agree that it will not contest the basis or validity of this Order or its terms.

II. PARTIES BOUND

5. This Order applies to and is binding upon EPA and upon Respondent and its heirs, successors and assigns. Any change in ownership or corporate status of a Respondent including, but not limited to, any transfer of assets or real or personal property shall not alter such Respondent's responsibilities under this Order.

6. Respondent shall ensure that its contractors, subcontractors, and representatives receive a copy of this Order and comply with this Order. Respondent shall be responsible for any noncompliance with this Order.

III. DEFINITIONS

7. Unless otherwise expressly provided herein, terms used in this Order which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in

this Order or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply:

a. "Action Memorandum" shall mean the EPA Action Memorandum relating to the Site signed on February 20, 2002, by the Regional Administrator, EPA Region 9, or his/her delegate, and all attachments thereto. The "Action Memorandum" is attached as Appendix A.

b. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, *et seq.*

c. "Day" shall mean a calendar day. In computing any period of time under this Order, where the last day would fall on a Saturday, Sunday, or Federal holiday, the period shall run until the close of business of the next working day.

d. "Effective Date" shall be the effective date of this Order as provided in Section XXIX.

e. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

f. "Future Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States incurs in reviewing or developing plans, reports and other items pursuant to this Order, verifying the Work, or otherwise implementing, overseeing, or enforcing this Order, including but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, the costs incurred pursuant to Paragraph 22 (costs and attorneys fees and any monies paid to secure access, including the amount of just compensation), Paragraph 32 (emergency response), and Paragraph 57 (work takeover)."

g. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

h. "National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

i. "Order" shall mean this Administrative Order on Consent and all appendices attached hereto (listed in Section XXVIII). In the event of conflict between this Order and any appendix, this Order shall control.

j. "Paragraph" shall mean a portion of this Order identified by an Arabic numeral.

k. "Parties" shall mean EPA and Respondent.

l. "Past Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States paid at or in connection with the Site through the effective date, plus Interest on all such costs through such date.

m. "RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901, *et seq.* (also known as the Resource Conservation and Recovery Act).

n. "Respondent" shall mean Robert Castro.

o. "Section" shall mean a portion of this Order identified by a Roman numeral.

p. "Site" shall mean the Master Plating Superfund Site encompassing the property located at 2109 Newton Avenue in San Diego, County of San Diego, California, and any surrounding property which may be contaminated from Master Plating's historical operations. The Site is depicted generally on the map attached as Appendix C.

q. "State" shall mean the State of California.

r. "Waste Material" shall mean 1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); 2) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); and 3) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27).

s. "Work" shall mean all activities Respondent is required to perform under this Order.

t. "Work Plan" shall mean the Work Plan for implementation of the removal action and any modifications made thereto in accordance with this Order. A draft Work Plan is attached as Appendix B.

IV. FINDINGS OF FACT

The Master Plating Site consists of the property located at 2109 Newton Avenue in San Diego, County of San Diego, California, and any surrounding property which may be contaminated from Master Plating's historical operations. The portion of the Site which operated as a plating facility is approximately 5,000 square feet in size. It is located approximately 0.25 miles southwest of Interstate 5, and approximately 0.25 miles southeast of Route 75, in a community known as Barrio Logan. The coordinates of the Site are N 32° 41' 51.57" and W 117° 8' 32.44".

The Site consists of one currently unoccupied building and two small parking/loading areas, one in front of the building on Newton Avenue, and one in the alley behind the building, as

well as residential properties on two sides of the building. During a Site visit, the EPA On-Scene Coordinator (OSC) observed that the Site building was unsecured; no fence surrounds the property. The parking area at the front is regularly used by persons other than the property owner and operator. There are several homes which abut the Site building.

The property is owned by the Castro Trust of which Robert Castro is executor. Mr. Castro operated a metal plating business at the Site between 1972 and 1986. In 1986, Mohamed Afcari purchased the business and entered into a lease with Mr. Castro. Mr. Afcari continued to operate the Site as a metal plating shop under the name Paykan, Inc. (of which Mr. Afcari is the sole officer and shareholder) until 2002. Chrome plating, and other types of metal plating, were conducted at the Site.

Samples of concrete, polishing fluff (i.e., waste from the polishing component of the operation), bulk liquid plating solution, floor sweepings, and dust from the building surfaces, as well as soil from nearby residential lots and public easements, were collected by the State of California Air Resources Board (ARB) on May 5th and 6th of 2002. The ARB detected elevated concentrations of chromium, including hexavalent chromium, copper, lead and nickel in these samples. Hexavalent chromium was detected at a concentration of 8,360 milligrams/Liter (mg/L) in a dust sample collected from the Site building during the sampling event.

In September 2002, Mr. Afcari entered into a Settlement and Release Agreement with the San Diego County Air Pollution Control District and the County Department of Environmental Health. Under the agreement, Mr. Afcari ceased operations at the Site and removed bulk hazardous waste, hazardous materials, and contaminated equipment and fixtures. Further, Mr. Afcari cleaned and decontaminated remaining fixtures, the interior floor, and other building surfaces as per the agreement. These activities were completed in December 2002. Residual contamination of the floor and other parts of the building structure remain.

On January 6, 2003, the EPA OSC and 2 START members conducted a Site visit. Both Mr. Castro and Mr. Afcari were present. The intent of the Site visit was to determine whether there was any threat to human health or the environment posed by existing conditions at the Site.

The OSC and START members observed significant staining on the floor of the building as well as on the vertical surface of the inside wall (northwest side) of the building. Furthermore, the building floor had been significantly degraded resulting in heavily stained and degraded concrete. Visual inspections were conducted in residential yards neighboring the Site. Significant staining on the outside of the building wall (northwest side), was also observed.

START collected samples for hazard characterization and assessment of potential threat. Five composite soil/concrete samples were collected and analyzed for total metals and pH. Of the 5 samples, two were collected from the stained/etched areas of the building floor. Two composite soil samples were collected from the residence located at 2121/2123 Newton Avenue. The fifth soil/concrete composite sample was collected at a residence on Evans Avenue adjacent to the outside wall (northwest side) stain.

Chromium, copper, nickel and lead were detected in the 2 composite samples collected from the floor at concentrations exceeding Total Threshold Limit Concentration (TTLC) hazardous waste criteria, and U.S. EPA Region 9's 2002 Residential and Industrial Preliminary Remediation Goals (PRGs) (chromium: 6,270 milligrams/kilogram (mg/kg); copper: 26,700 mg/kg, 9,110 mg/kg; lead: 3,560 mg/kg, 11,100; nickel: 16,200 mg/kg, 25,700 mg/kg). The Residential (most strict) PRGs are as follows: chromium: 2,100 mg/kg; copper: 3,100 mg/kg; lead: 400 mg/kg; nickel: 1,600 mg/kg.

The Action Memorandum is Attached as Appendix A. Please refer to the Action Memorandum for a discussion of the imminent and substantial endangerment findings for the Site and the enforcement history.

V. CONCLUSIONS OF LAW AND DETERMINATIONS

8. Based on the Findings of Fact set forth above, and the Administrative Record supporting this removal action, EPA has determined that:

- a. The Master Plating Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).
- b. The contamination found at the Site, as identified in the Findings of Fact above, includes "hazardous substances" as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).
- c. Respondent is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).
- d. Respondent is a responsible party under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is jointly and severally liable for performance of response action and for response costs incurred and to be incurred at the Site.
 - i. Respondent Castro is the "owner" and/or "operator" of the facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1).
 - ii. Respondent Castro was the "owner" and/or "operator" of the facility at the time of disposal of hazardous substances at the facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(2) of CERCLA, 42 U.S.C. § 9607(a)(2).

e. The conditions described in the Findings of Fact above constitute an actual or threatened "release" of a hazardous substance from the facility as defined by Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

f. The removal action required by this Order is necessary to protect the public health, welfare, or the environment and, if carried out in compliance with the terms of this Order, will be considered consistent with the NCP, as provided in Section 300.700(c)(3)(ii) of the NCP.

VI. ORDER

Based upon the foregoing Findings of Fact, Conclusions of Law, Determinations, and the Administrative Record for this Site, it is hereby Ordered and Agreed that Respondent shall comply with all provisions of this Order, including, but not limited to, all attachments to this Order and all documents incorporated by reference into this Order.

VII. DESIGNATION OF CONTRACTOR, PROJECT COORDINATOR, AND ON-SCENE COORDINATOR

9. Respondent shall retain one or more contractors to perform the Work. Respondent has notified EPA of the name(s) and qualifications of such contractor(s). Respondent shall also notify EPA of the name(s) and qualification(s) of any other contractor(s) or subcontractor(s) retained to perform the Work at least 5 days prior to commencement of such Work. EPA retains the right to disapprove of any or all of the contractors and/or subcontractors retained by Respondent. If EPA disapproves of a selected contractor, Respondent shall retain a different contractor and shall notify EPA of that contractor's name and qualifications within 5 days of EPA's disapproval. The proposed contractor must demonstrate compliance with ANSI/ASQC E-4-1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs" (American National Standard, January 5, 1995), by submitting a copy of the proposed contractor's Quality Management Plan ("QMP"). The QMP should be prepared in accordance with "EPA Requirements for Quality Management Plans (QA/R-2)" (EPA/240/B0-1/002), or equivalent documentation as required by EPA.

10. Respondent has designated H.M. Pitt Labs, Inc. as its Project Coordinator. The Project Coordinator shall be responsible for administration of all actions by Respondent required by this Order. To the greatest extent possible, the Project Coordinator shall be present on Site or readily available during Site work. EPA retains the right to disapprove of the designated Project Coordinator. If EPA disapproves of the designated Project Coordinator, Respondent shall retain a different Project Coordinator and shall notify EPA of that person's name, address, telephone number, and qualifications within 5 days following EPA's disapproval. Receipt by Respondent's Project Coordinator of any notice or communication from EPA relating to this Order shall constitute receipt by Respondent.

11. EPA has designated Harry Allen of the Response Planning and Assessment Branch, Region 9, as its On-Scene Coordinator ("OSC"). Except as otherwise provided in this Order, Respondent shall direct all submissions required by this Order to the OSC at:

Harry Allen, OSC
Emergency Response Section, SFD-9-2
U.S. Environmental Protection Agency
75 Hawthorne Street
San Francisco, CA 94105

12. EPA and Respondent shall have the right, subject to Paragraph 10, to change their respective designated OSC or Project Coordinator. Respondent shall notify EPA 10 days before such a change is made. The initial notification may be made orally, but shall be promptly followed by a written notice.

VIII. WORK TO BE PERFORMED

13. Respondent shall perform, at a minimum, all actions necessary to implement the Action Memorandum and the Work Plan. The actions to be implemented generally include, but are not limited to, the following:

- The removal of contaminated portions of the building floor and subsurface. Measures will be taken to minimize and monitor dust emissions during removal activities.
- The collection of samples to characterize the residential areas which border the Site. Any contamination found in these areas will be removed and backfilled.
- The collection of samples to characterize staining on the outside wall of the building. If identified, heavy metal contamination on the wall will be removed or sufficiently contained.
- Sampling and statistical analysis, both inside the building and in the adjacent residential properties, to document that contamination has been mitigated sufficiently to remove existing threats to public health.

14. **Work Plan and Implementation.**

a. Respondent has submitted to EPA for approval a draft Work Plan for performing the removal action generally described in Paragraph 13 above. The Work Plan shall provide a description of, and an expeditious schedule for, the actions required by this Order. The Site Work Plan must be prepared in accordance with "EPA Requirements for Quality Assurance Project Plans (QA/R-5)" (EPA/240/B-01/003, March 2001), and "EPA Guidance for Quality Assurance Project Plans (QA/G-5)" (EPA/600/R-98/018, February 1998).

b. EPA may approve, disapprove, require revisions to, or modify the draft Work Plan in whole or in part. If EPA requires revisions, Respondent shall submit a revised draft Work Plan within 2 days of receipt of EPA's notification of the required revisions. Respondent shall implement the Work Plan as approved in writing by EPA in accordance with the schedule approved by EPA. Once approved, or approved with modifications, the Work Plan, the schedule, and any subsequent modifications shall be incorporated into and become fully enforceable under this Order.

c. Respondent shall not commence any Work except in conformance with the terms of this Order. Respondent shall not commence implementation of the Work Plan developed hereunder until receiving written EPA approval pursuant to Paragraph 14(b).

15. Health and Safety Plan. Within 1 day after the Effective Date, Respondent shall submit for EPA review and comment a plan that ensures the protection of the public health and safety during performance of on-Site work under this Order. This plan shall be prepared in accordance with EPA's Standard Operating Safety Guide (PUB 9285.1-03, PB 92-963414, June 1992). In addition, the plan shall comply with all currently applicable Occupational Safety and Health Administration ("OSHA") regulations found at 29 C.F.R. Part 1910. If EPA determines that it is appropriate, the plan shall also include contingency planning. Respondent shall incorporate all changes to the plan recommended by EPA and shall implement the plan during the pendency of the removal action.

16. Quality Assurance and Sampling.

a. All sampling and analyses performed pursuant to this Order shall conform to EPA direction, approval, and guidance regarding sampling, quality assurance/quality control ("QA/QC"), data validation, and chain of custody procedures. Respondent shall ensure that the laboratory used to perform the analyses participates in a QA/QC program that complies with the appropriate EPA guidance. Respondent shall follow, as appropriate, "Quality Assurance/Quality Control Guidance for Removal Activities: Sampling QA/QC Plan and Data Validation Procedures" (OSWER Directive No. 9360.4-01, April 1, 1990), as guidance for QA/QC and sampling. The Project Coordinator will follow standard operating procedures for QA/QC and sampling of soil. Respondent shall only use laboratories that have a documented Quality System that complies with ANSI/ASQC E-4 1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs" (American National Standard, January 5, 1995), and "EPA Requirements for Quality Management Plans (QA/R-2) (EPA/240/B-01/002, March 2001)," or equivalent documentation as determined by EPA. EPA may consider laboratories accredited under the National Environmental Laboratory Accreditation Program ("NELAP") as meeting the Quality System requirements.

b. Upon request by EPA, Respondent shall have such a laboratory analyze samples submitted by EPA for QA monitoring. Respondent shall provide to EPA the QA/QC procedures followed by all sampling teams and laboratories performing data collection and/or analysis.

c. Upon request by EPA, Respondent shall allow EPA or its authorized representatives to take split and/or duplicate samples. Respondent shall notify EPA not less than 5 days in advance of any sample collection activity, unless shorter notice is agreed to by EPA. EPA shall have the right to take any additional samples that EPA deems necessary. Upon request, EPA shall allow Respondent to take split or duplicate samples of any samples it takes as part of its oversight of Respondent's implementation of the Work.

17. Post-Removal Site Control. In accordance with the Work Plan schedule, or as otherwise directed by EPA, Respondent shall submit a proposal for post-removal site control consistent with Section 300.415(l) of the NCP and OSWER Directive No. 9360.2-02. Upon EPA approval, Respondent shall implement such controls and shall provide EPA with documentation of all post-removal site control arrangements.

18. Reporting.

a. Respondent shall submit a written progress report to EPA concerning actions undertaken pursuant to this Order once every 30 days until work is completed under the Order, unless otherwise directed in writing by the OSC. These reports shall describe all significant developments during the preceding period, including the actions performed and any problems encountered, analytical data received during the reporting period, and the developments anticipated during the next reporting period, including a schedule of actions to be performed, anticipated problems, and planned resolutions of past or anticipated problems.

b. Respondent shall submit 3 copies of all plans, reports or other submissions required by this Order, or any approved work plan. Upon request by EPA, Respondent shall submit such documents in electronic form.

c. Respondent who owns or controls property at the Site shall, at least 30 days prior to the conveyance of any interest in real property at the Site, give written notice to the transferee that the property is subject to this Order and written notice to EPA of the proposed conveyance, including the name and address of the transferee. Respondent who owns or controls property at the Site also agree to require that its successors comply with the immediately preceding sentence and Sections IX (Site Access) and X (Access to Information).

19. Final Report. Within 30 days after completion of all Work required by this Order, Respondent shall submit for EPA review and approval a final report summarizing the actions taken to comply with this Order. The final report shall conform, at a minimum, with the requirements set forth in Section 300.165 of the NCP entitled "OSC Reports" and the Superfund Removal Procedures: Removal Response Reporting – POLREPS and OSC Reports" (OSWER Directive No. 9360.3-03, June 1, 1994). The final report shall include a good faith estimate of total costs or a statement of actual costs incurred in complying with the Order, a listing of quantities and types of materials removed off-Site or handled on-Site, a discussion of removal and disposal options considered for those materials, a listing of the ultimate destination(s) of those materials, a presentation of the analytical results of all sampling and analyses performed, and

accompanying appendices containing all relevant documentation generated during the removal action (*e.g.*, manifests, invoices, bills, contracts, and permits). The final report shall also include the following certification signed by a person who supervised or directed the preparation of that report:

“Under penalty of law, I certify that to the best of my knowledge, after appropriate inquiries of all relevant persons involved in the preparation of the report, the information submitted is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

20. Off-Site Shipments.

a. Respondent shall, prior to any off-Site shipment of Waste Material from the Site to an out-of-state waste management facility, provide written notification of such shipment of Waste Material to the appropriate state environmental official in the receiving facility's state and to the On-Scene Coordinator. However, this notification requirement shall not apply to any off-Site shipments when the total volume of all such shipments will not exceed 10 cubic yards.

i. Respondent shall include in the written notification the following information: 1) the name and location of the facility to which the Waste Material is to be shipped; 2) the type and quantity of the Waste Material to be shipped; 3) the expected schedule for the shipment of the Waste Material; and 4) the method of transportation. Respondent shall notify the state in which the planned receiving facility is located of major changes in the shipment plan, such as a decision to ship the Waste Material to another facility within the same state, or to a facility in another state.

ii. The identity of the receiving facility and state will be determined by Respondent following the award of the contract for the removal action. Respondent shall provide the information required by Paragraph 20(a) and 20(b) as soon as practicable after the award of the contract and before the Waste Material is actually shipped.

b. Before shipping any hazardous substances, pollutants, or contaminants from the Site to an off-site location, Respondent shall obtain EPA's certification that the proposed receiving facility is operating in compliance with the requirements of CERCLA Section 121(d)(3), 42 U.S.C. § 9621(d)(3), and 40 C.F.R. § 300.440. Respondent shall only send hazardous substances, pollutants, or contaminants from the Site to an off-site facility that complies with the requirements of the statutory provision and regulation cited in the preceding sentence.

IX. SITE ACCESS

21. If the Site, or any other property where access is needed to implement this Order, is owned or controlled by Respondent, Respondent shall, commencing on the Effective Date, provide EPA, the State, and their representatives, including contractors, with access at all

reasonable times to the Site, or such other property, for the purpose of conducting any activity related to this Order.

22. Where any action under this Order is to be performed in areas owned by or in possession of someone other than Respondent, Respondent shall use its best efforts to obtain all necessary access agreements within 5 days after the Effective Date, or as otherwise specified in writing by the OSC. Respondent shall immediately notify EPA if after using its best efforts it is unable to obtain such agreements. For purposes of this Paragraph, "best efforts" includes the payment of reasonable sums of money in consideration of access. Respondent shall describe in writing its efforts to obtain access. EPA may then assist Respondent in gaining access, to the extent necessary to effectuate the response actions described herein, using such means as EPA deems appropriate. Respondent shall reimburse EPA for all costs and attorney's fees incurred by the United States in obtaining such access, in accordance with the procedures in Section XV (Payment of Response Costs).

23. Notwithstanding any provision of this Order, EPA retains all of its access authorities and rights, as well as all of its rights to require land/water use restrictions, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

X. ACCESS TO INFORMATION

24. Respondent shall provide to EPA copies of all documents and information within its possession or control or that of its contractors or agents relating to activities at the Site or to the implementation of this Order, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Work. Respondent shall also make available to EPA, for purposes of investigation, information gathering, or testimony, its employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

25. Respondent may assert business confidentiality claims covering part or all of the documents or information submitted to EPA under this Order to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Documents or information determined to be confidential by EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted to EPA, or if EPA has notified Respondent that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such documents or information without further notice to Respondent.

26. Respondent may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Respondent asserts such a privilege in lieu of providing documents, Respondent shall provide EPA with the following: 1) the title of the document, record, or information; 2) the date of the

document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the contents of the document, record, or information; and 6) the privilege asserted by Respondent. However, no documents, reports or other information created or generated pursuant to the requirements of this Order shall be withheld on the grounds that they are privileged.

27. No claim of confidentiality shall be made with respect to any data, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

XI. RECORD RETENTION

28. Until 10 years after Respondent's receipt of EPA's notification pursuant to Section XXVII (Notice of Completion of Work), Respondent shall preserve and retain all non-identical copies of records and documents (including records or documents in electronic form) now in its possession or control or which come into its possession or control that relate in any manner to the performance of the Work or the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary. Until 10 years after Respondent's receipt of EPA's notification pursuant to Section XXVII (Notice of Completion of Work), Respondent shall also instruct its contractors and agents to preserve all documents, records, and information of whatever kind, nature or description relating to performance of the Work.

29. At the conclusion of this document retention period, Respondent shall notify EPA at least 90 days prior to the destruction of any such records or documents, and, upon request by EPA, Respondent shall deliver any such records or documents to EPA. Respondent may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Respondent asserts such a privilege, Respondent shall provide EPA with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document, record, or information; and 6) the privilege asserted by Respondent. However, no documents, reports or other information created or generated pursuant to the requirements of this Order shall be withheld on the grounds that they are privileged.

30. Respondent hereby certifies individually that to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information (other than identical copies) relating to its potential liability regarding the Site since notification of potential liability by EPA or the State or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

XII. COMPLIANCE WITH OTHER LAWS

31. Respondent shall perform all actions required pursuant to this Order in accordance with all applicable local, state, and federal laws and regulations except as provided in Section 121(e) of CERCLA, 42 U.S.C. § 6921(e), and 40 C.F.R. §§ 300.400(e) and 300.415(j). In accordance with 40 C.F.R. § 300.415(j), all on-Site actions required pursuant to this Order shall, to the extent practicable, as determined by EPA, considering the exigencies of the situation, attain applicable or relevant and appropriate requirements ("ARARs") under federal environmental or state environmental or facility siting laws.

XIII. EMERGENCY RESPONSE AND NOTIFICATION OF RELEASES

32. In the event of any action or occurrence during performance of the Work which causes or threatens a release of Waste Material from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Respondent shall immediately take all appropriate action. Respondent shall take these actions in accordance with all applicable provisions of this Order, including, but not limited to, the Health and Safety Plan, in order to prevent, abate or minimize such release or endangerment caused or threatened by the release. Respondent shall also immediately notify the OSC or, in the event of his/her unavailability, the Regional Duty Officer Response Planning and Assessment Branch, EPA Region 9, 415-972-3043, and the EPA Regional Emergency 24-hour telephone number, 415-947-4400 of the incident or Site conditions. In the event that Respondent fails to take appropriate response action as required by this Paragraph, and EPA takes such action instead, Respondent shall reimburse EPA all costs of the response action not inconsistent with the NCP pursuant to Section XV (Payment of Response Costs).

33. In addition, in the event of any release of a hazardous substance from the Site, Respondent shall immediately notify the OSC at 415-947-4400 and the National Response Center at (800) 424-8802. Respondent shall submit a written report to EPA within 7 days after each release, setting forth the events that occurred and the measures taken or to be taken to mitigate any release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release. This reporting requirement is in addition to, and not in lieu of, reporting under Section 103(c) of CERCLA, 42 U.S.C. § 9603(c), and Section 304 of the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. § 11004, *et seq.*

XIV. AUTHORITY OF ON-SCENE COORDINATOR

34. The OSC shall be responsible for overseeing Respondent's implementation of this Order. The OSC shall have the authority vested in an OSC by the NCP, including the authority to halt, conduct, or direct any Work required by this Order, or to direct any other removal action undertaken at the Site. Absence of the OSC from the Site shall not be cause for stoppage of work unless specifically directed by the OSC.

XV. PAYMENT OF RESPONSE COSTS

35. Payment for Past Response Costs.

a. Within 30 days after the Effective Date, Respondents shall pay to EPA \$5,000 for Past Response Costs. Payment shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." Each check, or a letter accompanying each check, shall identify the name and address of the party making payment, the Site name, the EPA Region and Site/Spill ID Number 09JZ, and the EPA docket number for this action, and shall be sent to:

U.S. Environmental Protection Agency
Superfund Accounting
Master Plating Superfund Site
P.O. Box 360863M
Pittsburgh, PA 15251

Respondent shall simultaneously transmit a copy of the check to:

Mark Calhoon
U.S. Environmental Protection Agency, Region 9
Mail Code SFD-9-2
75 Hawthorne Street
San Francisco, California 94105
415-972-3090

36. Payments for Future Response Costs.

a. Respondent shall pay EPA all Future Response Costs not inconsistent with the NCP. On a periodic basis, EPA will send Respondent a bill requiring payment that includes a cost summary, which includes direct and indirect costs incurred by EPA and its contractors. Respondent shall make all payments within 30 days of receipt of each bill requiring payment, except as otherwise provided in Paragraph 38 of this Order.

b. Respondent shall make all payments required by this Paragraph by a certified or cashier's check or checks made payable to "EPA Hazardous Substance Superfund," referencing the name and address of the party making payment and the EPA Site ID number 09JZ. Respondent shall send the check(s) to:

U.S. Environmental Protection Agency
Superfund Accounting
Master Plating Superfund Site
P.O. Box 360863M
Pittsburgh, PA 15251

Respondent shall simultaneously transmit a copy of the check to:

Mark Calhoon
U.S. Environmental Protection Agency, Region 9
Mail Code SFD-9-2
75 Hawthorne Street
San Francisco, California 94105
415-972-3090

37. In the event that the payment for Past Response Costs is not made within 30 days of the Effective Date, or the payments for Future Response Costs are not made within 30 days of Respondent's receipt of a bill, Respondent shall pay Interest on the unpaid balance. The Interest on Past Response Costs shall begin to accrue on the Effective Date and shall continue to accrue until the date of payment. The Interest on Future Response Costs shall begin to accrue on the date of the bill and shall continue to accrue until the date of payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Respondent's failure to make timely payments under this Section, including but not limited to, payment of stipulated penalties pursuant to Section XVIII.

38. Respondent may dispute all or part of a bill for Future Response Costs submitted under this Order, if Respondent alleges that EPA has made an accounting error, or if Respondent alleges that a cost item is inconsistent with the NCP. If any dispute over costs is resolved before payment is due, the amount due will be adjusted as necessary. If the dispute is not resolved before payment is due, Respondent shall pay the full amount of the uncontested costs to EPA as specified in Paragraph 36 on or before the due date. Within the same time period, Respondent shall pay the full amount of the contested costs into an interest-bearing escrow account. Respondent shall simultaneously transmit a copy of both checks to the persons listed in Paragraph 36(c) above. Respondent shall ensure that the prevailing party or parties in the dispute shall receive the amount upon which they prevailed from the escrow funds plus interest within 7 days after the dispute is resolved.

XVI. DISPUTE RESOLUTION

39. Unless otherwise expressly provided for in this Order, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Order. The Parties shall attempt to resolve any disagreements concerning this Order expeditiously and informally.

40. If Respondent objects to any EPA action taken pursuant to this Order, including billings for Future Response Costs, Respondent shall notify EPA in writing of its objection(s) within 5 business days of such action, unless the objection(s) has/have been resolved informally. EPA and Respondent shall have 10 business days from EPA's receipt of Respondent's written

objection(s) to resolve the dispute through formal negotiations (the "Negotiation Period"). The Negotiation Period may be extended at the sole discretion of EPA.

41. Any agreement reached by the parties pursuant to this Section shall be in writing and shall, upon signature by both parties, be incorporated into and become an enforceable part of this Order. If the Parties are unable to reach an agreement within the Negotiation Period, an EPA management official at the Division Director level or higher will issue a written decision on the dispute to Respondent. EPA's decision shall be incorporated into and become an enforceable part of this Order. Respondent's obligations under this Order shall not be tolled by submission of any objection for dispute resolution under this Section. Following resolution of the dispute, as provided by this Section, Respondent shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's decision, whichever occurs.

XVII. FORCE MAJEURE

42. Respondent agrees to perform all requirements of this Order within the time limits established under this Order, unless the performance is delayed by a *force majeure*. For purposes of this Order, a *force majeure* is defined as any event arising from causes beyond the control of Respondent, or of any entity controlled by Respondent, including but not limited to its contractors and subcontractors, which delays or prevents performance of any obligation under this Order despite Respondent's best efforts to fulfill the obligation. *Force majeure* does not include financial inability to complete the Work, or increased cost of performance or a failure to attain performance standards set forth in the Work Plan.

43. If any event occurs or has occurred that may delay the performance of any obligation under this Order, whether or not caused by a *force majeure* event, Respondent shall notify EPA orally within 48 hours of when Respondent first knew that the event might cause a delay. Within 5 business days thereafter, Respondent shall provide to EPA in writing an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Respondent's rationale for attributing such delay to a *force majeure* event if Respondent intends to assert such a claim; and a statement as to whether, in the opinion of Respondent, such event may cause or contribute to an endangerment to public health, welfare or the environment. Failure to comply with the above requirements shall preclude Respondent from asserting any claim of *force majeure* for that event for the period of time of such failure to comply and for any additional delay caused by such failure.

44. If EPA agrees that the delay or anticipated delay is attributable to a *force majeure* event, the time for performance of the obligations under this Order that are affected by the *force majeure* event will be extended by EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the *force majeure* event shall not, of itself, extend the time for performance of any other obligation. If EPA does not agree that the delay or anticipated delay has been or will be caused by a *force majeure*

event, EPA will notify Respondent in writing of its decision. If EPA agrees that the delay is attributable to a *force majeure* event, EPA will notify Respondent in writing of the length of the extension, if any, for performance of the obligations affected by the *force majeure* event.

XVIII. STIPULATED PENALTIES

45. Respondent shall be liable to EPA for stipulated penalties in the amounts set forth in Paragraphs 46 and 47 for failure to comply with the requirements of this Order specified below, unless excused under Section XVII (*Force Majeure*). "Compliance" by Respondent shall include completion of the activities under this Order or any work plan or other plan approved under this Order identified below in accordance with all applicable requirements of law, this Order, the Work Plan, and any plans or other documents approved by EPA pursuant to this Order and within the specified time schedules established by and approved under this Order.

46. Stipulated Penalty Amounts - Work.

a. The following stipulated penalties shall accrue per violation per day for any noncompliance identified in Paragraph 46(b):

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$250	1st through 14th day
\$500	15th through 30th day
\$1,000	31st day and beyond

b. Compliance Milestones

Failure to complete the Work set forth in the Work Plan, and amendments thereto, within the timeframes specified. The OSC may provide written extensions to any schedules set forth in the Workplan, and any amendments thereto.

47. In the event that EPA assumes performance of a portion or all of the Work pursuant to Paragraph 57 of Section XX, Respondent shall be liable for a stipulated penalty in the amount of \$25,000.

48. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. However, stipulated penalties shall not accrue: 1) with respect to a deficient submission under Section VIII (Work to be Performed), during the period, if any, beginning on the 31st day after EPA's receipt of such submission until the date that EPA notifies Respondent of any deficiency; and 2) with respect to a decision by the EPA Management Official at the Division Director level or higher, under Paragraph 41 of Section XVI (Dispute Resolution), during the period, if any, beginning on the 21st day after the Negotiation Period begins until the date that the EPA management official issues a final decision regarding

such dispute. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Order.

49. Following EPA's determination that Respondent has failed to comply with a requirement of this Order, EPA may give Respondent written notification of the failure and describe the noncompliance. EPA may send Respondent a written demand for payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether EPA has notified Respondent of a violation.

50. All penalties accruing under this Section shall be due and payable to EPA within 30 days of Respondent's receipt from EPA of a demand for payment of the penalties, unless Respondent invokes the dispute resolution procedures under Section XVI (Dispute Resolution). All payments to EPA under this Section shall be paid by certified or cashier's check(s) made payable to "EPA Hazardous Substances Superfund," shall be mailed to:

U.S. Environmental Protection Agency
Superfund Accounting
Master Plating Superfund Site
P.O. Box 360863M
Pittsburgh, PA 15251

and shall indicate that the payment is for stipulated penalties, and shall reference the EPA site identification number 09JZ, the EPA Docket Number, and the name and address of the party making payment. Copies of check(s) paid pursuant to this Section, and any accompanying transmittal letter(s), shall be sent to:

Mark Calhoon
U.S. Environmental Protection Agency, Region 9
Mail Code SFD-9-2
75 Hawthorne Street
San Francisco, California 94105
415-972-3090

51. The payment of penalties shall not alter in any way Respondent's obligation to complete performance of the Work required under this Order.

52. Penalties shall continue to accrue during any dispute resolution period, but need not be paid until 15 days after the dispute is resolved by agreement or by receipt of EPA's decision.

53. If Respondent's fail to pay stipulated penalties when due, EPA may institute proceedings to collect the penalties, as well as Interest. Respondent's shall pay Interest on the unpaid balance, which shall begin to accrue on the date of demand made pursuant to Paragraph 49. Nothing in this Order shall be construed as prohibiting, altering, or in any way limiting the

ability of EPA to seek any other remedies or sanctions available by virtue of Respondent's violation of this Order or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Sections 106(b) and 122(l) of CERCLA, 42 U.S.C. §§ 9606(b) and 9622(l), and punitive damages pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3). Provided, however, that EPA shall not seek civil penalties pursuant to Section 106(b) or 122(l) of CERCLA or punitive damages pursuant to Section 107(c)(3) of CERCLA for any violation for which a stipulated penalty is provided herein, except in the case of a willful violation of this Order or in the event that EPA assumes performance of a portion or all of the Work pursuant to Section XX, Paragraph 57. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Order.

XIX. COVENANT NOT TO SUE BY EPA

54. In consideration of the actions that will be performed and the payments that will be made by Respondents under the terms of this Order, and except as otherwise specifically provided in this Order, EPA covenants not to sue or to take administrative action against Respondent pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for performance of the Work and for recovery of Future Response Costs. This covenant not to sue shall take effect upon the Effective Date and is conditioned upon the complete and satisfactory performance by Respondent of all obligations under this Order, including, but not limited to, payment of Past and Future Response Costs pursuant to Section XV. This covenant not to sue extends only to Respondent and does not extend to any other person.

XX. RESERVATIONS OF RIGHTS BY EPA

55. Except as specifically provided in this Order, nothing herein shall limit the power and authority of EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing herein shall prevent EPA from seeking legal or equitable relief to enforce the terms of this Order, from taking other legal or equitable action as it deems appropriate and necessary, or from requiring Respondent in the future to perform additional activities pursuant to CERCLA or any other applicable law.

56. The covenant not to sue set forth in Section XIX above does not pertain to any matters other than those expressly identified therein. EPA reserves, and this Order is without prejudice to, all rights against Respondent with respect to all other matters, including, but not limited to:

- a. claims based on a failure by Respondent to meet a requirement of this Order;
- b. liability for costs not included within the definitions of Future Response Costs;

- c. liability for performance of response action other than the Work;
- d. criminal liability;
- e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- f. liability arising from the past, present, or future disposal, release or threat of release of Waste Materials outside of the Site; and
- g. liability for costs incurred or to be incurred by the Agency for Toxic Substances and Disease Registry related to the Site.

57. Work Takeover. In the event EPA determines that Respondent has ceased implementation of any portion of the Work, are seriously or repeatedly deficient or late in its performance of the Work, or are implementing the Work in a manner which may cause an endangerment to human health or the environment, EPA may assume the performance of all or any portion of the Work as EPA determines necessary. Respondent may invoke the procedures set forth in Section XVI (Dispute Resolution) to dispute EPA's determination that takeover of the Work is warranted under this Paragraph. Costs incurred by the United States in performing the Work pursuant to this Paragraph shall be considered Future Response Costs that Respondent shall pay pursuant to Section XV (Payment of Response Costs). Notwithstanding any other provision of this Order, EPA retains all authority and reserves all rights to take any and all response actions authorized by law.

XXI. COVENANT NOT TO SUE BY RESPONDENT

58. Respondent covenants not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Work, Future Response Costs, or this Order, including, but not limited to:

- a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
- b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the State Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or
- c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.

Except as provided in Paragraph 60 (Waiver of Claims), these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraphs 56 (b), (c), and (e) - (g), but only to the extent that Respondent's claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

59. Nothing in this Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

60. Respondent agrees not to assert any claims and to waive all claims or causes of action that it may have for all matters relating to the Site, including for contribution, against any person where the person's liability to Respondent with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site. This waiver shall not apply to any claim or cause of action against any person meeting the above criteria if EPA has determined that the materials contributed to the Site by such person contributed or could contribute significantly to the costs of response at the Site. This waiver also shall not apply with respect to any defense, claim, or cause of action that a Respondent may have against any person if such person asserts a claim or cause of action relating to the Site against such Respondent.

XXII. OTHER CLAIMS

61. By issuance of this Order, the United States and EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondent. The United States or EPA shall not be deemed a party to any contract entered into by Respondent or its directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out actions pursuant to this Order.

62. Except as expressly provided in Section XXI, Paragraph 60 (De Micromis Waiver) and Section XIX (Covenant Not to Sue by EPA), nothing in this Order constitutes a satisfaction of or release from any claim or cause of action against Respondent or any person not a party to this Order, for any liability such person may have under CERCLA, other statutes, or common law, including but not limited to any claims of the United States for costs, damages and interest under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607.

63. No action or decision by EPA pursuant to this Order shall give rise to any right to judicial review, except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

XXIII. CONTRIBUTION PROTECTION

64. The Parties agree that Respondent is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA,

42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for “matters addressed” in this Order. The “matters addressed” in this Order are the Work and Future Response Costs. Except as provided in Section XXI, Paragraph 60, of this Order (De Micromis Waiver), nothing in this Order precludes the United States or Respondent from asserting any claims, causes of action, or demands against any persons not parties to this Order for indemnification, contribution, or cost recovery.

XXIV. INDEMNIFICATION

65. Respondent shall indemnify, save and hold harmless the United States, its officials, agents, contractors, subcontractors, employees and representatives from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Respondent, its officers, directors, employees, agents, contractors, or subcontractors, in carrying out actions pursuant to this Order. In addition, Respondent agrees to pay the United States all costs incurred by the United States, including but not limited to attorneys fees and other expenses of litigation and settlement, arising from or on account of claims made against the United States based on negligent or other wrongful acts or omissions of Respondent, its officers, directors, employees, agents, contractors, subcontractors and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Order. The United States shall not be held out as a party to any contract entered into by or on behalf of Respondent in carrying out activities pursuant to this Order. Neither Respondent nor any such contractor shall be considered an agent of the United States.

66. The United States shall give Respondent notice of any claim for which the United States plans to seek indemnification pursuant to this Section and shall consult with Respondent prior to settling such claim.

67. Respondent waives all claims against the United States for damages or reimbursement or for set-off of any payments made or to be made to the United States, arising from or on account of any contract, agreement, or arrangement between Respondent and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays. In addition, Respondent shall indemnify and hold harmless the United States with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between Respondent and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays.

XXV. INSURANCE

68. Prior to commencing any on-Site work under this Order, Respondent shall secure, and shall maintain for the duration of this Order, comprehensive general liability insurance and automobile insurance with limits of 1 million dollars, combined single limit. Within the same time period, Respondent shall provide EPA with certificates of such insurance and a copy of each insurance policy. In addition, for the duration of the Order, Respondent shall satisfy, or shall ensure that its contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf

of Respondent in furtherance of this Order. If Respondent demonstrates by evidence satisfactory to EPA that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering some or all of the same risks but in an equal or lesser amount, then Respondent needs provide only that portion of the insurance described above which is not maintained by such contractor or subcontractor.

XXVI. MODIFICATIONS

69. The OSC may make modifications to any plan or schedule or Work Plan in writing or by oral direction. Any oral modification will be memorialized in writing by EPA promptly, but shall have as its effective date the date of the OSC's oral direction. Any other requirements of this Order may be modified in writing by mutual agreement of the parties.

70. If Respondent seeks permission to deviate from any approved work plan or schedule or Work Plan, Respondent's Project Coordinator shall submit a written request to EPA for approval outlining the proposed modification and its basis. Respondent may not proceed with the requested deviation until receiving oral or written approval from the OSC pursuant to Paragraph 69.

71. No informal advice, guidance, suggestion, or comment by the OSC or other EPA representatives regarding reports, plans, specifications, schedules, or any other writing submitted by Respondent shall relieve Respondent of its obligation to obtain any formal approval required by this Order, or to comply with all requirements of this Order, unless it is formally modified.

XXVII. NOTICE OF COMPLETION OF WORK

72. When EPA determines, after EPA's review of the Final Report, that all Work has been fully performed in accordance with this Order, with the exception of any continuing obligations required by this Order, including payment of Future Response Costs or record retention, EPA will provide written notice to Respondent. If EPA determines that any such Work has not been completed in accordance with this Order, EPA will notify Respondent, provide a list of the deficiencies, and require that Respondent modify the Work Plan if appropriate in order to correct such deficiencies. Respondent shall implement the modified and approved Work Plan and shall submit a modified Final Report in accordance with the EPA notice. Failure by Respondent to implement the approved modified Work Plan shall be a violation of this Order.

XXVIII. SEVERABILITY/INTEGRATION/APPENDICES

73. If a court issues an order that invalidates any provision of this Order or finds that Respondent has sufficient cause not to comply with one or more provisions of this Order, Respondent shall remain bound to comply with all provisions of this Order not invalidated or determined to be subject to a sufficient cause defense by the court's order.

74. This Order and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Order. The parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Order. The following appendices are attached to and incorporated into this Order:

The "Action Memorandum" is attached as Appendix A.

The draft Work Plan is attached as Appendix B.

A Site Map is attached as Appendix C.

XXIX. EFFECTIVE DATE

75. This Order shall be effective upon signature by the Regional Administrator or his/her delegatee.

27

The undersigned representative of Respondent certifies that he is fully authorized to enter into the terms and conditions of this Order and to bind the party they represent to this document.

Agreed this 2 day of 25 2003.

For Respondent Robert Castro
(signature)

By: Robert Castro

It is so ORDERED and Agreed this 25 day of Feb, 2003.

BY:  DATE: 25 Feb 2003

for Daniel A. Meer, Chief
Response, Planning and Assessment Branch
Superfund Division
Region IX
U.S. Environmental Protection Agency

APPENDIX A
ACTION MEMORANDUM



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX
75 Hawthorne Street
San Francisco, CA 94105

ACTION MEMORANDUM

DATE: FEB 20 2003

SUBJECT: Request for a Removal Action at the Master Plating Site, San Diego, San Diego County, California

FROM: Harry Allen, On-Scene Coordinator (OSC)
Emergency Response Section (SFD-9-2)

A handwritten signature in black ink, likely belonging to Harry Allen, the On-Scene Coordinator.

TO: Daniel Meer, Chief
Response, Planning & Assessment Branch (SFD-9)

THRU: Peter Guria, Chief
Emergency Response Section (SFD-9-2)

A handwritten signature in black ink, likely belonging to Peter Guria, the Chief of the Emergency Response Section.

I. PURPOSE

The purpose of this Action Memorandum is to obtain approval and funding to conduct a Time-Critical Removal Action described herein for the Master Plating Site (the "Site") located in San Diego, San Diego County, California. The United States Environmental Protection Agency (U.S. EPA) conducted an assessment of the Site on January 6, 2003, to identify potential threats to human health and the environment posed by the Site. A Time-Critical Removal Action may be taken pursuant to Section 104 (a) (1) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended; it would entail removal and/or containment of soil and building materials contaminated with heavy metals (chromium, copper, lead and nickel) resulting from the former metal plating operation at the Site. Present conditions at the Site pose an imminent and substantial endangerment to the public health or welfare or the environment and will continue to pose these threats if not addressed by implementing the response action documented in this Action Memorandum.

II. SITE CONDITIONS AND BACKGROUND

Site Status: Non-NPL
Category of Removal: Time-Critical
CERCLIS ID: CAN000905947
SITE ID: 09JZ

A. Site Description

1. Physical Location

The Site consists of one industrial property, containing a building that housed the metal plating business, and residential properties that abut the building to the northwest and southeast. The industrial property is located at 2109 Newton Avenue in San Diego, County of San Diego, California. The Site is located approximately 0.25 miles southwest of Interstate 5, and approximately 0.25 miles southeast of Route 75, in a community known as Barrio Logan. The coordinates of the Site are N 32° 41' 51.57" and W 117° 8' 32.44".

2. Site characteristics

The former Master Plating building is approximately 5,000 square feet in size and is currently unoccupied. The remainder of the industrial property consists of two small parking/loading areas, one in front of the building on Newton Avenue, and one in the alley behind the building. During a Site visit, the EPA OSC observed that the building was unsecured; no fence surrounds the property. The parking area at the front is regularly used by persons other than the property owner and operator. The Site also includes several residential properties which abut the building.

The property is owned by the Castro Trust of which Robert Castro is executor. Mr. Castro reportedly operated a metal plating business at the Site between 1972 and 1986. In 1986, Mohamed Afcari purchased the business and entered into a lease with Mr. Castro. Mr. Afcari continued to operate the Site as a metal plating shop under the name Paykan, Inc. (of which Mr. Afcari is the sole officer and shareholder) until 2002. Chrome plating, and other types of metal plating, were conducted at the Site. During the operational history of the Site, numerous violations were reportedly issued to the operator(s). Dust from polishing and grinding operations was reportedly vented through vents located on the southeast building wall into the adjacent residential area to the southeast.

Samples of concrete, polishing fluff (i.e., waste from the polishing component of the operation), bulk liquid plating solution, floor sweepings, and dust from the building surfaces were collected by the County of San Diego Hazardous Materials Division in the Spring of 2002. The County reported elevated concentrations of chromium, including hexavalent chromium, copper, lead and nickel in these samples. Hexavalent chromium was detected at a concentration of 8,360 milligrams/kilogram (mg/kg) in a dust sample collected from the building on May 9, 2002. The State of California Air Resources Board (ARB) collected soil and/or dust samples from nearby industrial facilities, including the Site, residential lots, and public easements on March 5th and 6th, 2002. ARB reported that elevated levels of chromium, copper, nickel, and lead were detected in many of these samples as well.

In September 2002, Mr. Afcari entered into a Settlement and Release Agreement with the County of San Diego Air Pollution Control District (APCD) and the County Department of Environmental Health. Under the agreement, Mr. Afcari ceased operations at the Site and removed bulk hazardous waste, hazardous materials, and contaminated equipment and fixtures. Further, Mr. Afcari cleaned and decontaminated remaining fixtures, the interior floor, and other building surfaces as per the agreement. These activities were completed in December 2002; however, residual contamination of the floor and other parts of the building structure remain.

On December 10, 2002, the EPA OSC and a Superfund Technical Assessment and Response Team (START) representative met with the County of San Diego, the Environmental Health Coalition (EHC), and the California Department of Toxic Substances Control (DTSC). During this meeting, and in subsequent correspondence dated December 11, 2002, EPA's assistance was requested by the County of San Diego to address remaining threats posed by contamination at the Site.

3. Removal site evaluation

On January 6, 2003, the EPA OSC and two START members conducted a Site visit. Both Mr. Castro and Mr. Afcari were present. The intent of the Site visit was to determine whether there was any threat to human health or the environment posed by existing conditions at the Site.

The OSC and START members observed significant staining on the floor of the building as well as on the vertical surface of the inside wall (northwest side) of the building. Furthermore, the building floor had been significantly degraded resulting in heavily stained and degraded concrete. Visual inspections were conducted in residential yards neighboring the building. Significant staining on the outside of the building wall (northwest side), was also observed.

START collected samples for hazard characterization and assessment of potential threat. Five composite soil/concrete samples were collected and analyzed for total metals and pH. Two of these samples were collected from the stained/etched areas of the building floor. Two composite soil samples were collected from the residence located at 2121/2123 Newton Avenue. The fifth soil/concrete composite sample was collected at a residence on Evans Avenue adjacent to the outside wall (northwest side) stain.

Chromium, copper, nickel and lead were detected in the 2 composite samples collected from the floor at concentrations exceeding Total Threshold Limit Concentration (TTLC) hazardous waste criteria, and U.S. EPA Region 9's 2002 Residential and Industrial Preliminary Remediation Goals (PRGs) (chromium: 6,270 mg/kg; copper: 26,700 mg/kg, 9,110 mg/kg; lead: 3,560 mg/kg, 11,100; nickel: 16,200 mg/kg, 25,700 mg/kg). The Residential (most strict) PRGs are as follows: chromium: 2,100 mg/kg; copper: 3,100 mg/kg; lead: 400 mg/kg; nickel: 1,600 mg/kg.

4. Release, or threatened release into the environment of a hazardous substance, or pollutant or contaminant

Residual building contamination poses a threat to current or future building occupants, neighboring residents, including children, and other persons potentially coming into contact with the contamination. Observed on-site contamination may migrate or be transferred from the building and thus impact persons on, or in close proximity to the contamination. Also, there is a high likelihood that metal contamination has been deposited on, or migrated to the adjacent residential areas to the northwest and southeast of the building.

Due to the high concentrations of heavy metals found in samples collected from the building floor and also due to the significant staining of indoor and outdoor building surfaces, the OSC determined that remaining on-site contamination poses substantial endangerment to human health and the environment and requires immediate stabilization and/or removal.

5. NPL status

The Site is not on the National Priorities List (NPL). Hazard Ranking System ranking is not anticipated at this time.

6. Maps, pictures and other graphic representations

Site Location and Site Feature Maps are presented in Attachments 1 and 2 respectively. Photographs are presented in Attachment 3.

B. Other Actions to Date

In November 2002, START conducted limited oversight of the work completed under the settlement agreement between Mr. Afcarl and the County of San Diego. This oversight was done at the request of the County. At this time START provided health and safety information and conducted real-time area dust monitoring at the perimeter of the Site. On January 6, 2003, the START Contractor was mobilized to the Site in order to conduct a site assessment.

C. State and Local Authorities's Roles

1. State and local actions to date

As stated in Section II.A.2, sampling of bulk waste and surfaces inside the Master Plating building was conducted by the County of San Diego Hazardous Materials Division in the Spring of 2002. In addition, the State of California Air Resources Board (ARB) collected soil and dust samples on March 5th and 6th, 2002, in the surrounding neighborhood to determine if the Site and another nearby plating

business had contributed to neighborhood soil contamination. ARB, in cooperation with County of San Diego APCD, had previously conducted ambient air monitoring at 2121 Newton Avenue between February 5th and 22nd, 2002 as part of a regional evaluation.

As stated in Section II.A.2, Mr. Afcarl hired a contractor to conduct removal activities with the oversight of the County of San Diego.

III. THREATS TO PUBLIC HEALTH OR WELFARE OR THE ENVIRONMENT, AND STATUTORY AND REGULATORY AUTHORITIES

A. Threats to Public Health, or Welfare or the Environment

Conditions at the Site present a high likelihood of a release, of CERCLA hazardous substances that pose a threat to public health, or welfare, or the environment based upon the factors set forth in the National Oil and Hazardous Substances Pollution Contingency Plan (NCP), 40 CFR § 300.415(b)(2). These factors include:

1. Actual or potential exposure to hazardous substances or pollutants or contaminants by nearby populations or the food chain

As described in Section II.A.3, heavy metals including chromium, copper, lead, and nickel have been detected in samples collected from the floor of the building. Contact with metal dust via inhalation or ingestion may result in eye, skin, nose and/or lung irritation. Ingestion of lead or chromium (VI) may cause organ damage. Exposure to lead, via ingestion, may also result in weakness and other neurological impairment. These contaminants were found at concentrations exceeding hazardous waste characteristic levels and PRGs.

Several residences are located directly adjacent to the building. Numerous residents currently occupy these potentially impacted areas including infants, young children, and elderly persons. The building is apparently kept locked but is not well secured. Persons other than the Site owner and operator frequently park and/or loiter in the parking area on the Site itself. Based on historical and visual evidence, there is reason to believe that contamination from the building could impact the nearest neighbors.

Any person entering the building will be in contact with heavy metals contamination on the building floor and will likely transport contamination off site by way of foot traffic. The Site is located in a mixed residential/industrial-use neighborhood. Visual inspection of the building floor and walls indicates that these contaminants may have already migrated from the building. It is evident that waste liquids have leached through the floor and through the building wall. As discussed earlier, grinding and polishing dust was also reportedly discharged to the residential area to the southeast.

2. Weather conditions that may cause hazardous substances or pollutants or contaminants to migrate or be released

It is unlikely that weather conditions would encourage the migration of hazardous substances from the Site. The majority of the Master Plating property itself is occupied by the building, the remaining areas of the property are concrete surfaces. Weather conditions, such as wind or heavy rainfall, may result in migration of any contamination in residential yards adjacent to the building. These yards are unpaved and not vegetated.

3. Availability of other appropriate Federal or State response mechanisms to respond to the release

The County of San Diego does not have the necessary resources to respond to the emergency response action required to stabilize the Site. Furthermore, California DTSC has agreed that U.S. EPA should take the lead in mitigating immediate threats posed at the Master Plating Site. The Site may be referred to DTSC for post-removal Site control, if deemed necessary, following a U.S. EPA Time-Critical Removal Action.

B. Threats to the Environment

Threats to environmental receptors have not been evaluated at this time.

IV. ENDANGERMENT DETERMINATION

Actual or threatened releases of hazardous substances from the Site, if not addressed by implementing the response action selected in this Action Memorandum, may present an imminent and substantial endangerment to public health, or welfare, or the environment.

V. PROPOSED ACTIONS AND ESTIMATED COSTS

A. Proposed Actions

1. Proposed action description

- Activities will include the removal of contaminated portions of the building floor and subsurface. Measures will be taken to minimize and monitor dust emissions during removal activities.
- Sampling will be conducted to characterize the residential areas which border the building. Any contamination found in these areas will be removed and backfilled.

- Sampling will be conducted to characterize staining on the outside wall of the building. If identified, heavy metal contamination on the wall will be removed or sufficiently contained.
- Sampling and statistical analysis will be conducted both inside the building and in the adjacent residential properties, to document that contamination has been mitigated sufficiently to remove existing threats to public health.

2. Contribution to remedial performance

The long-term cleanup plan for the site:

Long term remedial actions at the Site will be considered at a future date. During the December 10, 2002 meeting, it was decided that the County of San Diego may refer the Site over to DTSC at the conclusion of EPA removal activities should future concerns arise of a non-emergency nature.

Threats that will require attention prior to the start of a long-term cleanup:

The immediate threats that have been documented in the Action Memorandum will be addressed with the intent of stabilizing the Site.

The extent to which the removal will go to ensure that threats are adequately abated:

Should the action presented herein take place under an Administrative Order on Consent, EPA will provide oversight and coordinate closely with the contractor for the Responsible Party or Parties to ensure proper characterization, removal and disposal of waste. Should the action take place under a "fund-lead" arrangement then EPA and their contractors will perform the work described in this Action Memo.

Consistency with the long-term remedy:

As noted above, long-term actions will be considered at a future date; however, this removal action should not interfere in any way with any potential future long-term remedy.

3. Description of alternative technologies

Alternative technologies have not been considered due to the urgency of this situation and the need for an expedited action.

4. Applicable or relevant and appropriate requirements (ARARs)

Section 300.415(j) of the NCP provides that removal actions must attain ARARs to the extent practicable, considering the exigencies of the situation.

Section 300.5 of the NCP defines applicable requirements as cleanup standards, standards of control, and other substantive environmental protection requirements, criteria or limitations promulgated under Federal environmental or State environmental or facility siting laws that specifically address a hazardous substance, pollutant, contaminant, remedial action, location or other circumstances at a CERCLA site.

Section 300.5 of the NCP defines relevant and appropriate requirements as cleanup standards, standards of control and other substantive requirements, criteria, or limitations promulgated under Federal environmental or State environmental or facility siting laws that, while not "applicable" to a hazardous substance, pollutant, or contaminant, remedial action, location, or other circumstances at a CERCLA site, address problems or situations sufficiently similar to those encountered at the CERCLA site and are well-suited to the particular site.

Because CERCLA on-site response actions do not require permitting, only substantive requirements are considered as possible ARARs. Administrative requirements such as approval of, or consultation with administrative bodies, issuance of permits, documentation, reporting, record keeping, and enforcement are not ARARs for the CERCLA sections confined to the site.

Only those State standards that are identified by a State in a timely manner and are more stringent than Federal requirements may be applicable or relevant and appropriate. The State has not identified State ARARs at this time.

The following ARARs have been identified for the proposed response action. All ARARs can and will be attained.

Federal ARARs: Potential Federal ARARs are the Clean Water Act (40 CFR Part 403) requirements for direct discharges to a POTW; the RCRA Land Disposal Restrictions (LDRs) 40 CFR 268.40 Subpart D implemented through Title 22 Section 66268.40; the CERCLA Off-Site Disposal Rule OSWER Directive 9347.3-8FS; and the U.S. Department of Transportation of Hazardous Materials Regulations 49 CFR Part 171, 172 and 173.

State ARARs: None identified at this time.

5. Project schedule

EPA anticipates that the removal action will begin in late February 2003.

A. Estimated Project Costs

ERRS Contractor Subtotal	\$55,600
ERRS Contingency (20%)	\$8,500
ERRS Total	\$64,100

START Contractor Subtotal	\$31,000
START Contingency (20%)	\$4,700
START Total	\$35,700
Estimated Total Project Cost	\$99,800

VI. EXPECTED CHANGE IN THE SITUATION SHOULD ACTION BE DELAYED OR NOT TAKEN

Given the Site conditions, the nature of the hazardous substances documented on site, and the potential exposure pathways to nearby populations described in Sections III and IV above, actual or threatened releases of hazardous substances from the Master Plating Site, if not addressed by implementing the response actions selected in this Action Memorandum, may present an imminent and substantial endangerment to public health, or welfare, or the environment.

VII. OUTSTANDING POLICY ISSUES

There are no outstanding policy issues associated with the Master Plating Site identified at this time.

VIII. ENFORCEMENT

Please see the attached Confidential Enforcement Addendum.

A. Estimated Costs¹

Intramural Costs

1. Direct costs include direct extramural costs and direct intramural costs. Indirect costs are calculated based on an estimated indirect cost rate expressed as a percentage of site-specific direct costs, consistent with the full cost accounting methodology effective October 2, 2000. These estimates do not include pre-judgement interest, do not take into account other enforcement costs, including Department of Justice costs, and may be adjusted during the course of the removal action. The estimates are for illustrative purposes only and their use is not intended to create any rights for responsible parties. Neither the lack of a total cost estimate nor deviation of actual costs from this estimate will affect the United States' right to cost recovery.

U.S. EPA Direct Costs \$5,000

U.S. EPA Indirect Costs \$1,900

The total EPA costs for this removal action based on full-cost accounting practices that will be eligible for cost recovery are estimated to be \$6,900.

IX. RECOMMENDATION

This decision document represents the selected removal action for the Master Plating Site located in San Diego County, California developed in accordance with CERCLA as amended, and is not inconsistent with the NCP. This decision is based on the Administrative Record for the Site.

Because conditions at the meet the NCP section 300.415(b)(2) criteria for a emergency, I recommend you concur with the removal action. The total project ceiling if approved will be \$106,700. You may indicate your decision by signing below.

Approve:  20 February 2003
Daniel Meer, Chief Date
Response, Planning and Assessment Branch

Disapprove: _____ Date _____
Daniel Meer, Chief
Response, Planning and Assessment Branch

Attachments:
Administrative Record (AR) Index

Figures:
1. Figure 1: Site Location Map
2. Figure 2: Site Feature Map
3. Site Photos

Tables:
1. Master Plating Analytical Data, Ecology and Environment, Inc., January 6, 2003

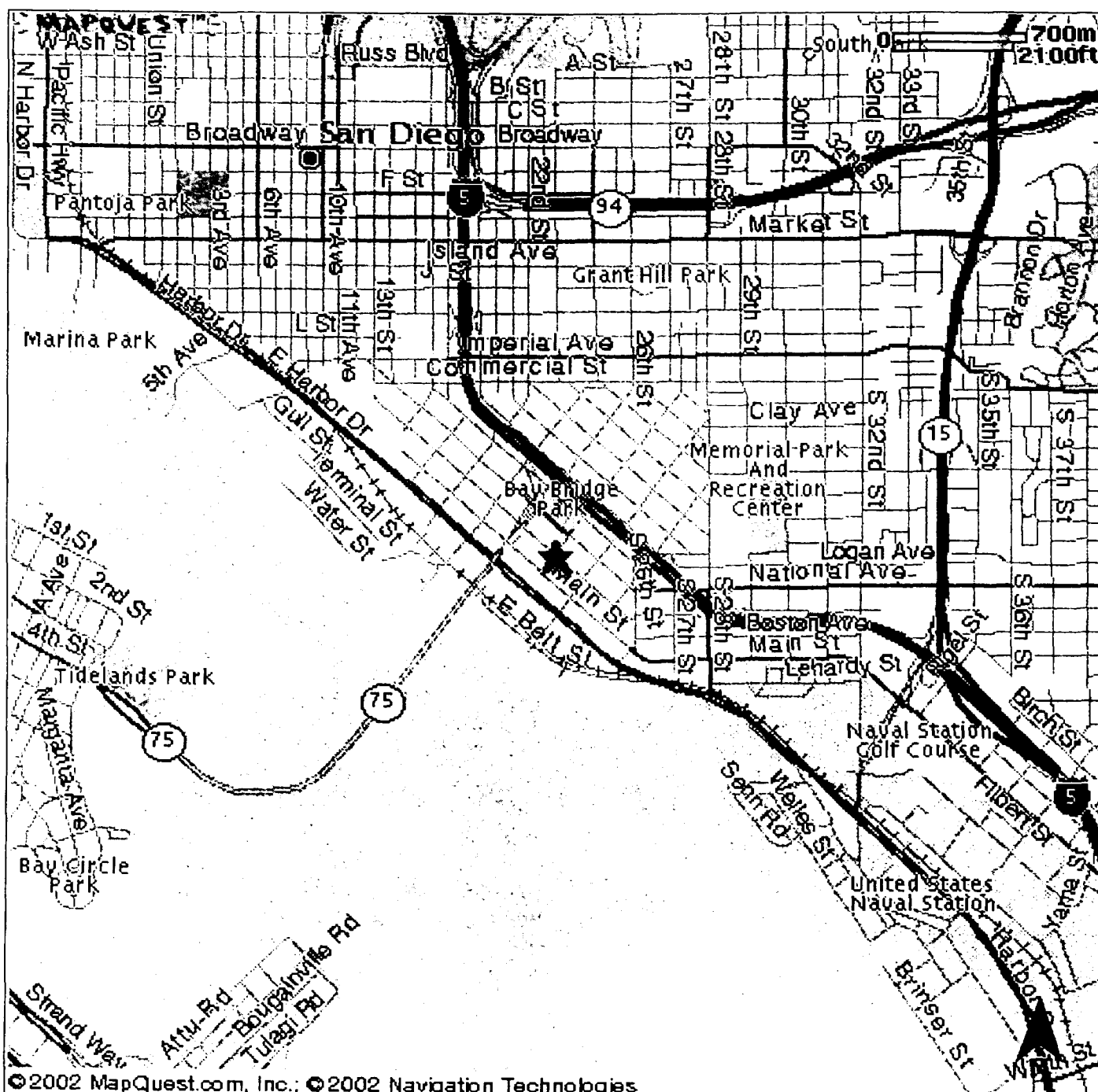
cc: S. Lavinger, DTSC
K. Mould, OERR, HQ
P. Port, DOI

bcc: Site File
H. Allen, SFD-9-2
M. Calhoon, SFD-9-2
D. Minor, ORC-3
C. Temple, SFD-9-2
B. Lee, SFD-9-2
Mike Dorsey, County of San Diego, Hazardous Materials Division

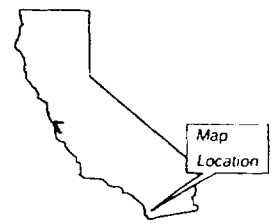
ADMINISTRATIVE RECORD INDEX

1. Master Plating Interim Report, San Diego, San Diego County, California. Prepared by Ecology and Environment, Inc. February 10, 2003.
2. Correspondence between Gary W. Erbeck, Director, Department of Environmental Health, County of San Diego and Harry Allen, On Scene Coordinator, USEPA Emergency Response Unit. Subject: Request for assistance in site cleanup of Master Plating. December 11, 2002.
3. Settlement and Release Agreement between Mohamed Afcari, individually and doing business as Master Plating, and County of San Diego Department of Environmental Health. September 2002.
4. Barrio Logan Soil Sampling Survey. California Air Resources Board (ARB), California Environmental Protection Agency (CA EPA).
5. Hexavalent Chromium Monitoring in Barrio Logan, Sampling Results and Preliminary Analysis for the Sampling Period of February 5-22, 2002. CA ARB and San Diego Air Pollution Control District.
6. Master Plating Samples, 4/23/02 and 4/26/02. Memo prepared by County of San Diego, Hazardous Materials Division. May 13, 2002.

FIGURES



© 2002 MapQuest.com, Inc.; © 2002 Navigation Technologies



TDD: 09-03-01-0018
Project: 0326.01RP

Figure 1: Site Location Map
Master Plating, San Diego
San Diego County, California

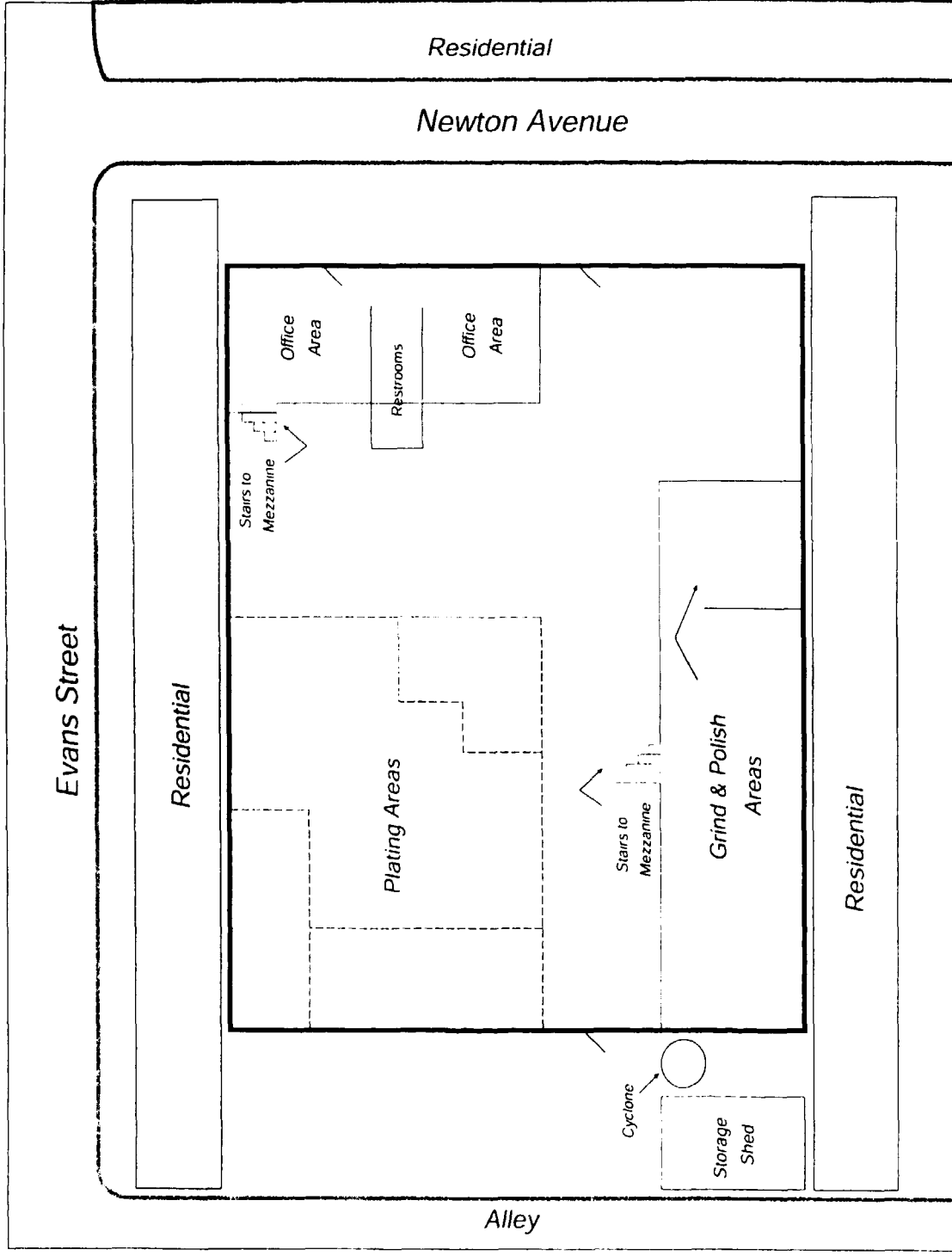
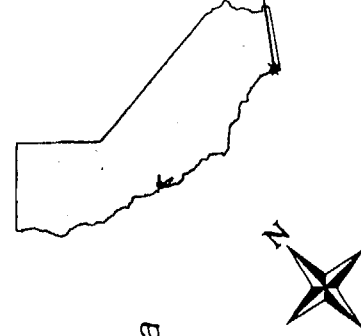


Figure 2: Site Feature Map
Master Plating, San Diego
San Diego County, California



TDD: 09-03-01-0018
Project: 0326.01RP

MASTER PLATING SITE PHOTOS

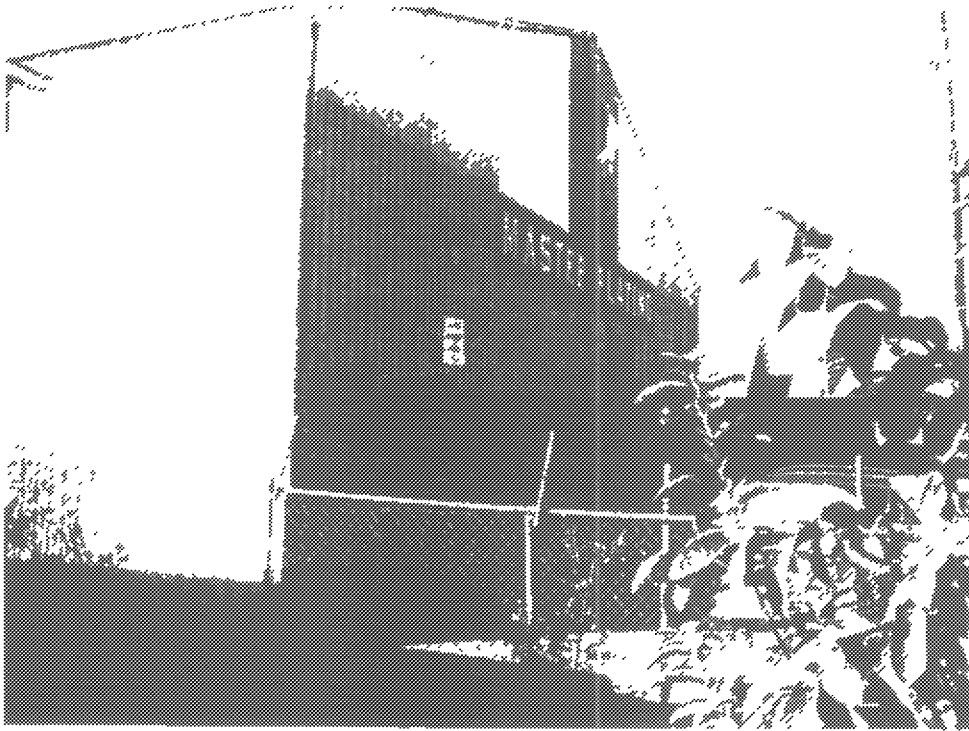


Photo 1 View of the Master Plating building from a neighborhood residence to the southeast

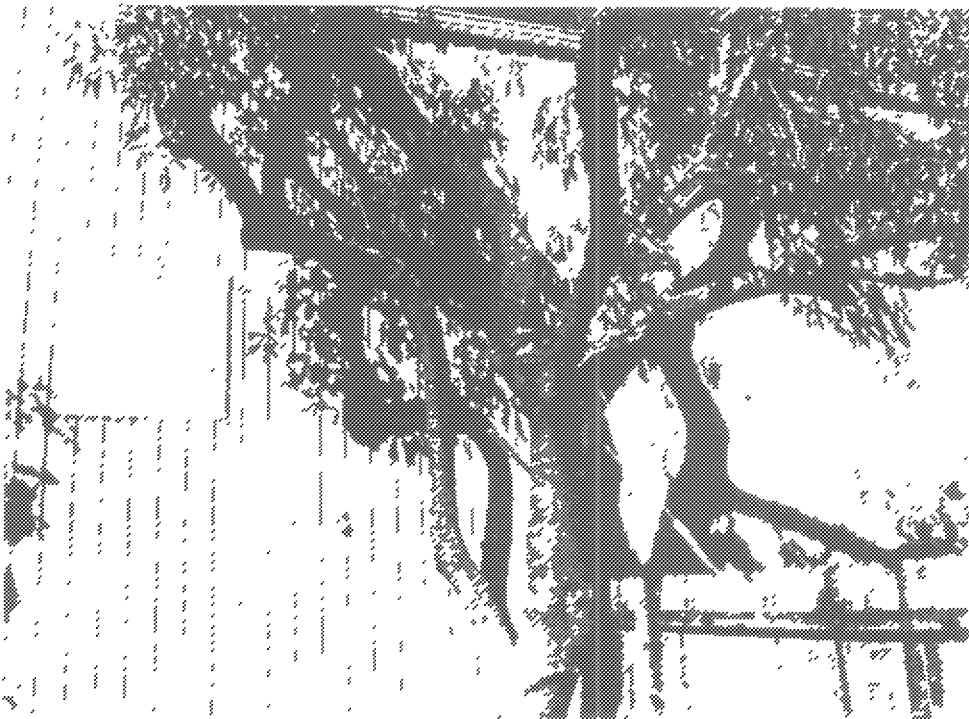


Photo 2 View of the building from across the street, obscured by a large tree in the foreground

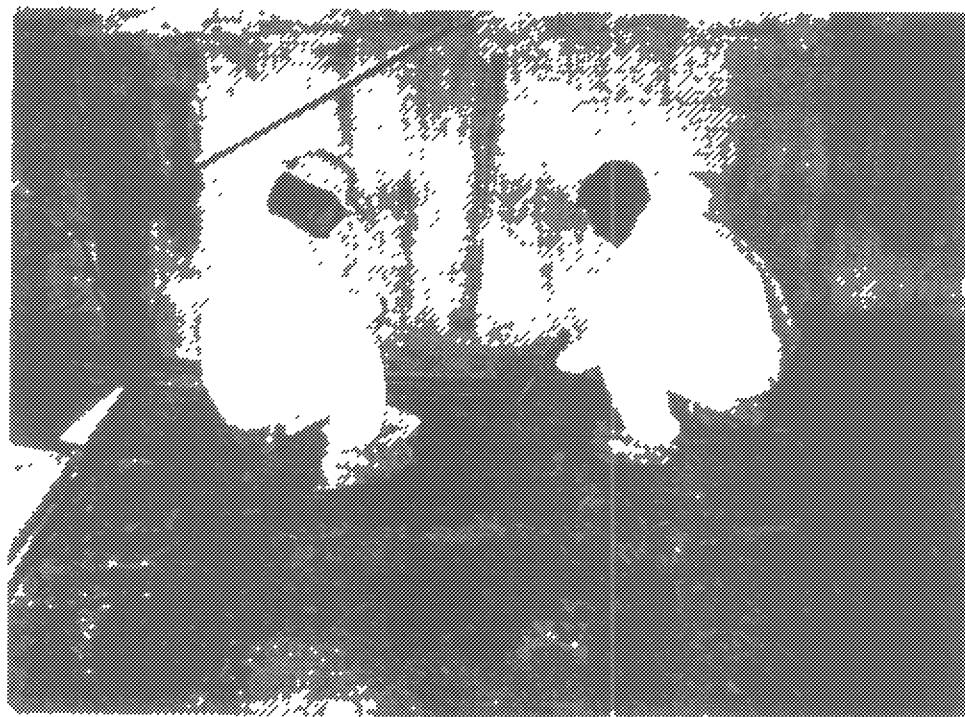


Fig. 1. The initial stage of the electroplating process. The objects are placed in the solution.



Fig. 2. The surface of the electrode after the electroplating process.

TABLES



ecology and environment, inc.

11 GOLDEN SHORE, SUITE 340, LONG BEACH, CALIFORNIA 90802, TEL. (562) 435-6188

International Specialists in the Environment

Master Plating Analytical Data; Sampling Event, 01/06/03

TTLC Metals (mg/kg)	Sample Numbers					TTLC Hazardous Waste Limits (mg/kg)	2002 Residential PRGs (mg/kg)	2002 Industrial PRGs (mg/kg)
	MP-1	MP-2	MP-3	MP-4	MP-5			
Antimony	nd	4.41	nd	nd	nd	500	31	410
Arsenic	14.5	13.8	5.7	2.66	2.79	500	22	260
Barium	289	1,020	99.1	64.3	153	10,000	5,400	67,000
Beryllium	nd	nd	nd	nd	nd	75	1,500	19,000
Cadmium	19.6	10.2	1.34	4.57	2.1	100	370	4,500
Chromium	2,010	6,270	19.4	24.5	17.9	2,500	2,100	4,500
Cobalt	19.2	12.6	6.03	6.6	2.85	8,000	900	1,900
Copper	26,700	9,110	231	558	796	2,500	3,100	41,000
Lead	3,560	11,100	182	198	256	1,000	400	750
Mercury	0.122	0.168	0.221	0.564	nd	20	0	0
Molybdenum	5.84	5.98	1.34	1.9	1.82	3,500	390	5,100
Nickel	16,200	25,700	68.1	138	24.4	2,000	1,600	20,000
Selenium	nd	nd	nd	nd	nd	100	390	5,100
Silver	13.3	6.55	nd	1.35	nd	500	390	5,100
Thallium	nd	nd	1.09	0.455	nd	700	5.2	670
Vanadium	14.2	8.78	36.8	39.9	25.1	2,400	550	7,200
Zinc	2,620	1,380	603	3,040	3,440	5,000	23,000	100,000
pH	9.87	6.43	6.98	6.63	9.46			

APPENDIX B
DRAFT WORK PLAN

**HEAVY METAL SAMPLING AND REMEDIATION PLAN FOR THE
SELECTIVE DEMOLITION AND PLANNED RENOVATION OF
MASTER PLATING AT 2109 NEWTON AVE, SAN DIEGO,
CALIFORNIA, 92109**

THIS PLAN HAS BEEN SPECIFICALLY WRITTEN FOR THE SOLE USE OF BOB
CASTRO, INC., BY H.M. PITT LABS INC.

January 27, 2003
Revised Feb 19, 2003

WRITTEN & APPROVED BY:

LELAND S. PITT, CIH # 4303
PRESIDENT OF H.M. PITT LABS, INC.

LAB # 44739

A handwritten signature in black ink, reading "Leland S. Pitt". The signature is written in a cursive, flowing style.

2434 SOUTHPORT WAY SUITES L & M, NATIONAL CITY, CA 91950
PHONE (619) 474 -8548, FAX (619) 474-6128

TABLE OF CONTENTS

1. SCOPE
2. SAMPLING PROCEDURES
 - Soil sampling proposal
 - Sampling methodology
3. REMEDIATION PROCEDURES
 - Remediation
 - Publications
4. AIR AND ENVIRONMENT MONITORING PLAN
5. DISPOSAL PLAN
6. PERSONAL PROTECTION REGULATIONS
 - Protective Equipment
 - Exposure Limits
 - Job Medical and Training
 - Interfaces of Construction Trades
7. FIRE AND EMERGENCY
 - Fire and emergency response plan
 - Location and directions to emergency facility
 - Site security
8. SITE SECURITY
9. FIGURES
 - Figure 1: 12x12 foot grid
 - Figure 2: main floor grid

SCOPE:

The extent of this lead / heavy metals safety and health plan involves the clean up and removal of the concrete floor in the acid tank area of the Master Plating Facility at 2109 Newton Ave San Diego California. This plan will also define a sampling protocol for soil if necessary under the concrete slab of the acid tank area and in adjacent residential yards. Additional surface concrete samples shall be taken over the entire slab to determine if extensive sub foundation sampling is necessary.

This plan is for the determination of: 1.) the extent and type of environmental pollution of the soils in and around the facility and 2.) to protect the workers at the site from exposure to toxic hazards associated with removing concrete that has already been found to be contaminated with heavy metals.

This remediation plan is written for lead remediation, but there are also significant levels of total chrome, copper, and nickel metals in the dust and debris. The amounts are significant and the remediation contractor must be aware that both chromium +6, copper and nickel are present at the job site. Although total chrome is low in most of the samples, several samples showed levels above 2,000 PPM. The highest concentration of total chrome was 6,270 PPM. It will be assumed that all chrome is chromium +6, which is the most toxic isotope of this element. It should be noted that there are elevated levels of nickel and copper, but from a worker (OSHA) point of view both compounds are relatively safe – high PEL's.

Bulk soil and concrete samples will be analyzed for Total Metals using EPA method SW 846 and EPA method 9014 for Cyanide analysis.

The intent of the project is the remediation and renovation of specified structures of the Master Plating Facility. Remediation must be done in a mini enclosure to prevent lead/heavy metals air born contamination in accordance with California Code of Regulations (CCR) title 8, Article 17, and pertinent Federal regulations. This means that all lead/heavy metals work shall take place using wet methods in a mini enclosure to keep dust to a bare minimum – there shall be no visible emissions for demolition work, clean up or concrete removal (please see remediation procedures section for further details).

Only 40-hour HAZWOPER workers shall be allowed inside the exclusion areas / containments during removal or cleaning. All lead/heavy metals remediation workers shall wear, as a minimum, full body protection consisting of at least two disposable body suits with work boots and hard hats. All workers shall wear either goggles or safety glass eye protection. All workers doing demolition, removal or clean up work shall, as a minimum, don approved half face negative pressure respirators with approved cartridges for lead dusts, mists, and fumes (please see personal protection regulations section, for further details).

It is the responsibility of the contractor to dispose of any lead/heavy metals contaminated cement, dust and debris as hazardous waste materials in accordance with the requirements of both California and federal EPA (please see disposal plan section for further details).

Tentative start date for this project is pending all approvals. Once approval of plans and specifications are granted, residential soil sampling will be initiated. It is estimated by H. M. Pitt Labs that residential soil sampling can be complete within one to two days, dependant on scheduling with the resident owners.

At this time, it is estimated that the abatement contractor will contain and lift the concrete from the 10x20 area where H. M. Pitt Labs will conduct baseline wipe samples and project air monitoring followed by initial sampling of the interior soil and concrete. Turnaround time on analysis will be five to ten days after samples are collected. Core sampling of the remaining interior floor and soil of the Master Plating Facility will be initiated upon completion of initial sampling. This remaining core sampling is estimated to be complete within two days. Completion time for this project is twenty (20) working days, dependant on contractor availability.

SAMPLING PROCEDURES:

Soil Sampling Proposal:

Introduction:

The EPA and their contractors conducted sampling and visual investigation of the Master Plating site located at 2109 Newton Avenue- San Diego, California 92101 on January 6, 2003. The sampling results indicated that there is heavy metal contamination. Because of the heavy metal contamination at the Master Plating site there is still an imminent and substantial threat to neighboring residents and any future building occupants. In order to address this threat, the EPA requires that an investigation of the building take place, as well as an assessment of residential soil adjacent to the site.

Project Objectives:

To collect and analyze soil samples and concrete surface samples in order to determine the breadth and depth of metals contamination. To conduct remediation in the contaminated area at Master Plating located at 2109 Newton Avenue- San Diego, California 92101 until concentrations measured in the samples are less than the EPA's Residential Preliminary Remediation Goals. Once the remediation goals are reached, no further sampling will take place within the individual boring.

Sampling Plan:

Initial soil sampling will take place after the twelve (12) by twenty-one (21) foot stained concrete area has been removed by following the remediation section of this plan. This area will be contained with negative pressure and monitored by H. M. Pitt Labs. After the stained concrete is removed from under the previous acid tank location the soil can be tested, a grid containing six (6) foot by seven (7) foot cells will be use to sample this area; see figure 1, pg 15.

Initial soil sampling will include the residential yards adjacent to the Master Plating Facility. Individual five (5) foot by five (5) foot grid will be use to sample the residential yards. The grid will be laid onsite.

One sample will be collected from the concrete wall of the Master Plating Facility; this sample will be a concrete chip sample. This sample will be collected using a wet method sampling procedure using hand tools. The concrete sample will be analyzed for Total Metals and Cyanide.

Surface concrete samples will then be collected from the entire master plating facility floor. A grid containing twenty-five (25) by twenty-five (25) foot cells will be laid out over the one hundred (100) foot by fifty (50) foot total area. See figure 2, pg 16.

Clearance sampling after remediation will include the entire floor in the Master Plating Facility and all residential yards using the random grid sampling methods.

Sampling Methodology:

Random grid sampling has been selected for any soil sampling and concrete sampling needed in the residential areas. The initial step is to divide the area of concern into a grid, small cells or blocks. The second step is to consecutively assign each cell a number. The third step is to select a random sampling starting point for the sample locations.

Initial soil sampling in the Master Plating site will include the twelve (12) foot by twenty-one (21) foot area where the acid tanks were located. Six (6) soil samples will be collected from this area. A grid will be laid over the area with cell sizes of six (6) feet by seven (7) feet. The individual cells are numbered in numerical order. Each cell will be divided into forty-two (42) one (1) foot by one (1) foot cells. Random

sampling points will be located using a random numbers table in each large cell.

Initial surface concrete samples will be collected from the entire floor area in the master plating facility. Sixteen (16) initial samples will be collected from this area. A grid will be laid over this area with cell sizes of twenty-five (25) feet by twenty-five (25) feet. The individual cells are numbered in numerical order. Each large cell will be divided into twenty-five (25) smaller cells. A random sampling point will be located in each large cell using a random numbers table. One concrete sample will be collected from the wall of the master plating facility wall.

Concrete samples will be analyzed for Total Metals using EPA method SW846 and EPA method 9014 for Cyanide.

Each sample collected will be given a sample number as in S-01, S-02, and so on. Each sample will be recorded on a chain of custody report and identified accordingly. The soil sampler (soil auger) will be cleaned thoroughly after every sample collected. The boring holes will be back filled with Bentonite. All soil cutting will be containerized and left on site labeled as soiled waste. After the samples are collected they will be brought back to the lab for analysis. **Turnaround time for analytical data will be five (5) to ten (10) days from the date of sampling.**

After analytical data on the soil and concrete samples has been gathered we will use statistical analysis following procedures described in:

Test Methods for Evaluating Solid Wastes Physical and Chemical Methods
www.epa.gov/swcerust1/cat/mason.pdf

Sampling methods and analysis used for sampling soil for Total Metals is EPA methodology 6000 and 7000 series. This method is described in full on the EPA web site:

www.epa.gov/epaoswer/hazwaste/test/pdfs/toc.pdf

Sampling methods described here are compiled from the EPA's web sites:

Preparation of Soil sampling Protocols: Sampling Techniques and Strategies

www.epa.gov/epaoswer/hazwaste/test/main.htm

Based on this statistical analysis H.M. Pitt Labs will determine if enough samples have been collected to accurately represent the levels of heavy metals in the Master Plating Facility and the surrounding residential properties.

REMEDITION PROCEDURES:

Remediation:

The intent of the remediation activities involves making the structure safe for workers and to insure that there is no longer a danger from lead/heavy metals contamination to the adjacent neighborhood. The interior of the plating shop has already been cleaned. The intent of this section is to ensure that during removal of the small stained areas of the slab, that the contamination is not spread outside of the work areas. In other words we must ensure that workers are adequately protected and that monitoring and engineering controls are in place to ensure that contamination does not spread – at all.

The remediation contractor will remove from the center of the floor a twelve (12) foot by twenty (20) foot section of concrete sixty (60) feet west of the east side. This section would have been where the acid tanks

were originally located (please see plot map). Testing will be done on concrete (TTLC & TCCLP) for disposal purposes. Soil testing will also be performed (see sampling procedures).

Initially all dust, dirt and debris must be removed from the Master Plating building. A mini enclosure will be established around the designated areas to be demolished. To establish a mini enclosure there must be an enclosure set up with critical barriers covering the area of demolition. Such enclosures are generally constructed with temporary framing using scaffolding or 2X4s with at least one layer of 6-mil poly sheeting enclosing the areas of remediation. Negative air pressure must be established and maintained throughout the duration of the remediation process.

Demolition will involve concrete cutting and jackhammer work through intact lead/heavy metals contaminated concrete flooring. This must be done using a wet saw with a concrete blade jackhammer or other such equipment. All demolition must be done using wet methods.

All lead/heavy metals remediation activities must take place using wet methods. Wet methods includes constant misting with water to keep emissions to a minimum.

There shall be no visible emissions from any lead/heavy metals remediation work. The remediation contractor may use power tools such as rotary saws, jackhammers, and other power equipment to remove the cement flooring. All cutting, chipping and cleaning must and shall be done in such a manner as to avoid any possible emissions of lead dust. The contractor shall keep the dust down to bare minimum levels. Once removed, the immediate areas inside the containment shall be cleaned up by HEPA vacuuming and wet wiping. The remediation contractor must spray water mist to keep dust down, and HEPA vacuum up dust and any loose debris from the catchment tarps or the poly sheeting that shall be in place on the floor during demolition to catch debris. The remediation contractor shall not use dry sweeping to clean up any loose lead/metals debris.

All debris that are generated from these operations shall be lightly wet wiped up by hand or HEPA vacuumed and placed into a clearly labeled hazardous waste container. All lead/heavy metals, dust and debris must be considered RCRA hazardous waste until testing confirms otherwise.

The remediation contractor shall ensure that all areas of lead/heavy metals work are thoroughly clean and free of dust following removal and demolition work.

Publications:

All lead / heavy metals removal contractor work shall comply with the publications listed below:

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI Z9.2	1979 (R) Fundamentals Governing the Design and Operation of Local Exhaust Systems
ANSI Z88.2	1980(R) Respiratory Protection
ANSI/ASQC E-4-1994	1994 Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs

CODE OF FEDERAL REGULATIONS (CFR)

29 CFR 1910.134	1988 Respiratory Protection
29 CFR 1926.62	Lead

29 CFR 1910.1200	1988 Hazard Communication
29 CFR 1926.55	Gases Vapors, Fumes, Dusts and Mists
29 CFR 1926.57	Ventilation
40 CFR 260	Hazardous Waste Management Systems: General
40 CFR 261	Identification and Listing of Hazardous Waste
40 CFR 262	Generators of Hazardous Waste
40 CFR 263	Transporters of Hazardous Waste
40 CFR 264	Owners and Operators of Hazardous Waste Treatment, Storage and Disposal Facilities
40 CFR 265	Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage and Disposal Facilities
40 CFR 268	Land Disposal Restrictions
49 CFR 172	Hazardous Materials Tables and Hazardous Materials Communications Regulations
49 CFR 178	Shipping Container Specifications

UNDERWRITERS LABORATORIES INC. (UL)

UL 586	1990 High-Efficiency, Particulate Air Filter Units, Seventh Edition
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DHS GUIDELINES FOR LEAD BASED PAINT REMEDIATION
CCR 1532.1

AIR AND ENVIRONMENT MONITORING PLAN:

Sampling of airborne concentrations of lead dust will be performed in accordance with 29 CFR 1926.62. Air monitoring will be conducted by a designated competent person/lead monitoring technician under direct supervision from H.M. PITT LABS, INC. The other metals will be monitored for, but it is not anticipated that there will be significant exposure from those metals (nickel, copper and chrome).

All air samples/wipe samples shall be tested for the title 22 metals regardless of the concrete sampling results. All air cassettes shall be evaluated using standard flame AA or ICP analyses.

Based on the parameters of the contract, there shall be baseline wipes taken at these sites.

Area monitoring will be conducted each shift during the remediation process at the designated limits of the control areas. Personal samples will be collected for those workers who are anticipated to be at the greatest risk of exposure as determined by the CIH. Air samples will be taken on at least 25% of the work crew or a minimum of 2 persons, whichever is greater, during a work shift. If the quantity of airborne lead dust monitored at the designated limits at any time exceeds 30 ug/M^3 all work must be stopped and the CIH shall be immediately called to direct correction of the conditions causing the increased levels and notify the remediation contractor. The limits for the other metals are 10 ug/M^3 for chromium and 100 ug/M^3 for nickel and copper. If the CIH is called due to excessive lead levels, the CIH shall review the sampling data taken during that day to determine if conditions require any further change in work methods. Work shall resume when approval is given by the CIH. If adjacent areas are contaminated, the areas will be cleaned, monitored and visually inspected. The CIH shall comply with the H.U.D. and D.H.S. guidelines and require that contaminated sites be cleaned free of lead below 40 micrograms per square foot of horizontal non porous surface, less than 400 micrograms per square foot for window trough, and less than 250 micrograms per square foot for window sills. There are no legal wipe criteria for chromium, copper or nickel. There are no wipe criteria for any of the other title 22 metals. The results from the air monitoring and wipe testing must be submitted the remediation contractor by Bob Castro Inc. via H.M. Pitt Labs, Inc.

The competent person will conduct a thorough visual inspection before there is any final clearing of the hazard or restricted zones. Once the criteria for visual inspection have been satisfied, final clearance wipe samples will be taken and analyzed. The criteria for clearance testing are identical to that requirement that have been discussed for contaminated sites in the previous paragraph. Cleaning will continue, if necessary, until this clearance criterion is met. The barriers and signs establishing the containment will not be removed until this final visual clearance criterion has been met.

Air/wipe sampling, collection, and analysis will be conducted by or under the direction of Leland S. Pitt, CIH (Certified Number 4303) of H.M. PITT LABS, INC. Mr. Pitt is certified by the American Board of Industrial Hygiene in comprehensive practice. Mr. Pitt, for H.M. PITT LABS, INC., is a participant in the Proficiency Analytical Testing (PAT) Program. Proficiency documentation is included in the required submittals.

DISPOSAL PLAN:

Any debris suspected to contain lead/heavy metals and residues must be tested to determine whether it is hazardous waste. All suspect hazardous debris, residues, and other generated waste shall be first tested with a TTLC for metals. If the TTLC concentrations are 10X or greater than the leaching limits, then STLC/TCLP leaching test procedure for those metals must be done prior to disposal.

All waste generated from this work shall be treated as hazardous waste until the TTLC/S.T.L.C./TCLP results indicate otherwise. The remediation contractor through H.M. Pitt Labs, Inc. shall determine if the materials are common construction debris or if they are hazardous waste. The contractor is responsible for disposal of all waste, whether common construction debris or RCRA hazardous waste from the remediation process.

Small contaminated hazardous waste including: water, scrap, debris, bags, containers, equipment, and clothing which may produce airborne concentrations of lead dust will be collected and placed into USDOT approved drums for disposal. Each drum will be properly labeled to identify the type of waste and the date the drum was filled.

A Uniform Hazardous Waste Manifest for the debris from remediation work must be obtained and properly filled out, by adhering to the following procedures: At the start of the project, the empty container must be in good condition, empty, lockable and have a valid state certification. If the container fails the inspection, the deficiency must be corrected or another container obtained.

The remediation contractor shall give all appropriate waste documentation to Bob Castro Inc.

When the container is approved, the manifester shall begin a manifest and hold it for up to 90 days. The remediation contractor must provide information such as job site, contract number, and the ultimate disposal site. The container must be marked with the current date as the accumulation start date. Waste may not be stored in an accumulation area for more than 90 days. Other container markings must be in place as required by law.

Lead/heavy metal waste must be properly packaged and loaded into the container, which will be locked at all times except during loading or inspection. RCRA Lead/heavy metal waste shall go in DOT approved containers to be transported by the remediation contractor's approved hazardous waste hauler. Containerized waste must be loaded into an enclosed truck for transport. The enclosed cargo area of the truck must be lined with 6-mil poly sheeting to prevent contamination from leaking or spilled containers. The personnel loading the Lead/heavy metal containing waste must wear protective equipment including overalls, head and foot, coverings, gloves and a respirator.

Upon reaching the landfill, the truck shall approach the dump location as closely as possible for unloading of the lead waste material. The containers must be inspected as each is unloaded. Material in damaged containers must be properly repackaged. The personnel unloading the truck and the landfill personnel must wear protective equipment. Following removal of waste, the cargo area of the truck is to be decontaminated using HEPA vacuums and wet wiping techniques. This material must be bagged and wrapped in bundles for disposal. Personnel must remove their disposable protective equipment and wrap it in poly sheeting to be disposed of at the same time.

PERSONAL PROTECTION REGULATIONS:

Protective Equipment:

All personnel who will be authorized to enter the areas of potential contamination must be fully qualified to wear respiratory protection as defined in 29 CFR 1910.134, 29 CFR 1926.62, Title 8 CCR article 1532.1. The remediation contractor must assure that such personnel have received medical approval to wear respiratory protective equipment, and have successfully been fit tested with the brand, model and size of respirator that will be worn. Documentation of medical fitness and fit testing must be able to be provided upon request. These requirements will remain in effect for all personnel who enter the work area until air-monitoring results demonstrate that airborne levels of lead/heavy metals dust are below 30 micrograms per cubic meter of air for lead, less than 10 micrograms per cubic meter of air for Chromium +6, and less than 100 micrograms per cubic meter of air for Nickel; and wipe-testing protocol proves that the areas are safe for unprotected habitation.

The level of respiratory protection assigned will be based on the results of monitoring for airborne lead/heavy metals fumes and dust in the work area. Bob Castro Inc. via H. M. PITT LABS INC will submit the results of the air monitoring to the remediation contractor. The requirements for various levels are:

REQUIRED RESPIRATORS

AIRBORNE CONCENTRATION OF LEAD OR CONDITION OF USE

Half-face air purifying
respirator equipped with
high efficiency filters

Not in excess of 0.5 mg/M³
(10 X PEL)

Full-face piece air purifying

Not in excess of 2.5 mg/M³

respirator equipped with high efficiency filters

(50 X PEL)

Supplied-air respirator with full face piece hood, helmet or suit, operated in positive pressure mode.

Not in excess of 100 mg/M³
(2000 X PEL)

Full-facepiece, self-contained breathing apparatus operated in positive pressure mode

Greater than 100 mg/M³
Unknown concentration or fire fighting

Please take note that even though the PEL for Chrome +6 is legally 50 (the same as lead), the remediation contractor shall use the ACGIH recommended level of 10 ug/M³. This means that half face respirators can only be worn by remediation personnel in the exclusion or contained areas up to 100 ug/M³. Therefore, the respirator requirements for chrome+6 are five times (5X) lower than the table lists for lead. Likewise, although nickel's PEL is legally much higher than Lead, the ACGIH recommendation of 100 ug/M³ will be used. Here again it is inferred that workers can wear half face respirators up to 1000 ug/M³ for nickel compounds, and nickel is only one half (1/2X) the toxicity of lead. Copper can be considered to be on the same toxicity level as nickel.

All respirators and cartridges shall be NIOSH approved for lead/metal dust and fumes. All personnel shall initially wear at least a half face negative pressure respirator with approved cartridges for metal dust, mists, and fumes for uncontained heavy metals remediation activities. Any lead/toxic metal remediation work that involves exposures in a contained environment will require at a minimum a full face powered air purifying respirator (PAPR).

In addition to the initial fit test for the brand, model and size of respirator to be worn by each assigned worker, a field fit test to determine that the face piece properly seals will be performed each time the respirator is put on. The following steps will be taken:

- a. Adjust the respirator to the face according to the manufacturer's instructions.
- b. Cover the air inlets with the palms of the hands.
- c. Gently inhale so that the face piece collapses slightly.
- d. Hold your breath for ten (10) seconds.
- e. The respirator shall remain slightly collapsed with no inward leaks detected. indicates a good fit.
- f. Close off the exhalation valve with the palms of the hands.
- g. Exhale gently.
- h. A small buildup of positive pressure, with no outward leaks. indicates a good fit.

All workers assigned to lead/heavy metals remediation related work will be provided sufficient sets of protective full-body disposable clothing. The suits will be taped at the wrist and ankles prior to entering the work area. Additional protective clothing will consist of disposable gloves, foot coverings and headgear. Eye protection and hard hats will be provided and worn.

The control area shall be established by having an exclusion zone, and by posting warning signs as previously stated in the SCOPE section. These restricted areas can be any area within fifty feet (or as far as practical) of any work; or it could be the entire inside of the building. It is also possible that the controlled or restricted area will be a fully contained remediation area. It shall be the responsibility of the on site site

surveillance technician, the remediation contractor personnel to designate the perimeter to these containments / restricted areas at the job site.

Warning signs printed in English will be posted at the perimeter of the restricted area to provide notice of potential airborne lead/heavy metals. The signs will be located at regular intervals and at such a distance that personnel may read the signs and take necessary precautions required prior to entering the area. Signs shall conform to 29 CFR 1926.62 (m). The sign shall be at least 20" by 14" displaying the following legend in the lower panel:

WARNING
LEAD/HEAVY METALS AREA
POISON
NO EATING, DRINKING, OR SMOKING

Entry and exit routes must be established and clearly marked. Control of site entry and exit must be established before the project begins.

Employee and authorized personnel must enter the containment/restricted areas through a worker site ingress and egress site which must be at a decon site located at a convenient entry and exit point to building areas. Anyone who enters a work area must read this plan and sign an entry log upon entry and exit. All pertinent information – such as the remediation plan --- must be posted at this entrance and exit site.

Prior to entering the work area, personnel must read and become familiar with all posted regulations, personal protection requirements and emergency procedures. A sign-off sheet will be used to acknowledge that these procedures and regulations have been received and understood by all personnel. Prior to entry, personnel must remove street clothing and put on respiratory protection, clean coveralls, head coverings and foot coverings. Hard hats must be worn at all times. At least two sets of disposable coveralls shall be worn when inside the restricted work area.

Clean respirators and protective clothing must be provided to and utilized by every person entering the work area. Personnel in designated personal protective clothing shall then proceed to the work area. Before leaving the work area, personnel must remove any gross contamination from the outside of respirators, boots, and other protective clothing by vacuuming themselves off with the HEPA vacuum. Personnel shall proceed to peel off at least the outer protective disposable suit and place it into a properly labeled disposal barrel located near the designated exit site. The contractor must provide a shower, and its use is mandatory. All protective equipment and other contaminated equipment must be placed into labeled containers or plastic bags while still inside the restricted zones or containments. Equipment that is to be removed from the hazard zones must be contained or bagged as described or it shall, at a minimum, be wet wiped down or HEPA vacuumed prior to exiting the contained lead work areas.

All wastewater from showering and other waters used for cleaning must be tested before disposal. It is, therefore required that all water from cleaning or decon operations be stored in an on site container(s).

Water for emergency eyewash and drinking shall also be provided at the decontamination site.

Exposure Limits:

Permissible Exposure Limit (PEL) for Lead = $50\mu\text{g}/\text{M}^3$

Action Level for Lead = $30\mu\text{g}/\text{M}^3$

Permissible Exposure Limit (PEL) for Insoluble / Soluble Chrome +6 = $50\mu\text{g}/\text{M}^3$
H.M. Pitt will use $10\mu\text{g}/\text{M}^3$

Permissible Exposure Limit (PEL) for Insoluble and Soluble Nickel compounds = 1000 ug/M³

H.M. Pitt will use 100 ug/M³

H.M. Pitt will use 100 ug/ M³ for all forms of copper

ug/M³ = Microgram per cubic meter of air

Job Medical and Training:

All personnel engaged in lead/heavy metals remediation or who may be exposed to lead/heavy metals in air shall supply the contracting officer with the appropriate paperwork to show 40 hours of hazwoper training and/or 8 hours of refresher training within the past year. This means that for all remediation, demolition and clean up activities certified personnel are required for all types of "lead/heavy metals activities".

All persons who may be exposed to lead/heavy metals shall be given a comprehensive physical as required in the lead standard. This physical shall include a baseline test of blood lead level to prove that blood lead levels are less than 25 ug of lead per 100 grams of whole blood. Blood shall also be tested for nickel, copper and chromium content.

Interfaces of Construction Trades:

Air monitoring and wipe testing will be conducted throughout the remediation. Air samples will be conducted by a full time employee of H.M. Pitt Labs under the direct guidance of the project CIH.

Engineering controls will be established and maintained to control lead/heavy metal dust. This shall include the establishment and maintenance of a heavy metals control area, decontamination system, and continuous misting and HEPA vacuuming by experienced, trained, certified remediation personnel from the remediation contractor.

All remediation workers shall have attended an approved 40 hour hazwoper class or an 8 hour refresher class within the past year.

All other trades personnel will be excluded from the work area until the CIH gives final clearance for the area to be reoccupied without respiratory protection and the engineering controls have been demobilized.

General operations on the site and proposed scheduling will be done through the General Contractor. The General Contractor will also co-ordinate the order of activities and the actual dates on which work will be performed until the project is complete.

FIRE AND EMERGENCY:

Fire and emergency response plan:

Each day a tailgate safety meeting shall be held outside of the containment areas for all assigned personnel prior to the start of work. All personnel shall be made aware of the site address and the location of any existing on-site fire alarms and the location of the nearest telephone. This information must also be posted at the on-site notice posting board located at the entrance to any lead/heavy metals control area along with the phone numbers for police, fire, ambulance, and the name and location of the nearest emergency medical facility. This information must be provided to Bob Castro inc. by the remediation contractor in the submittal package prior to any work.

In the event of a medical emergency within the control area, the sick or injured person must be decontaminated before removal if the nature of the illness or injury is not life threatening or will not be exacerbated by the decontamination process. If the illness or injury is life threatening, or is likely to be made worse by the decontamination process, then the ill or injured person shall be removed immediately without regard to decontamination and medical attention summoned. Illness and/or injuries occurring on the job must be promptly and thoroughly investigated.

In the event of fire, the first person to notice the fire must alert others within the control area and immediately evacuate. The fire alarm, if present, must be activated and the fire department called from the nearest safe phone.

A complete first aid kit must be kept on-site for minor injuries.

Location and directions to emergency facility:

Nearest Emergency Facility

UCSD Medical Center-Hillcrest
200 West Arbor Drive
San Diego, Ca. 92103

Phone: 619-543-6222



Addresses: UCSD Medical Center and Outpatient Center (OPC)- 200 West Arbor Drive
UCSD Ambulatory Care Center (ACC) - 4168 Front Street
UCSD Healthcare Medical Office - 330 Lewis Street (at Fourth)

FIGURES:

Figure 1: 12x12 foot grid:

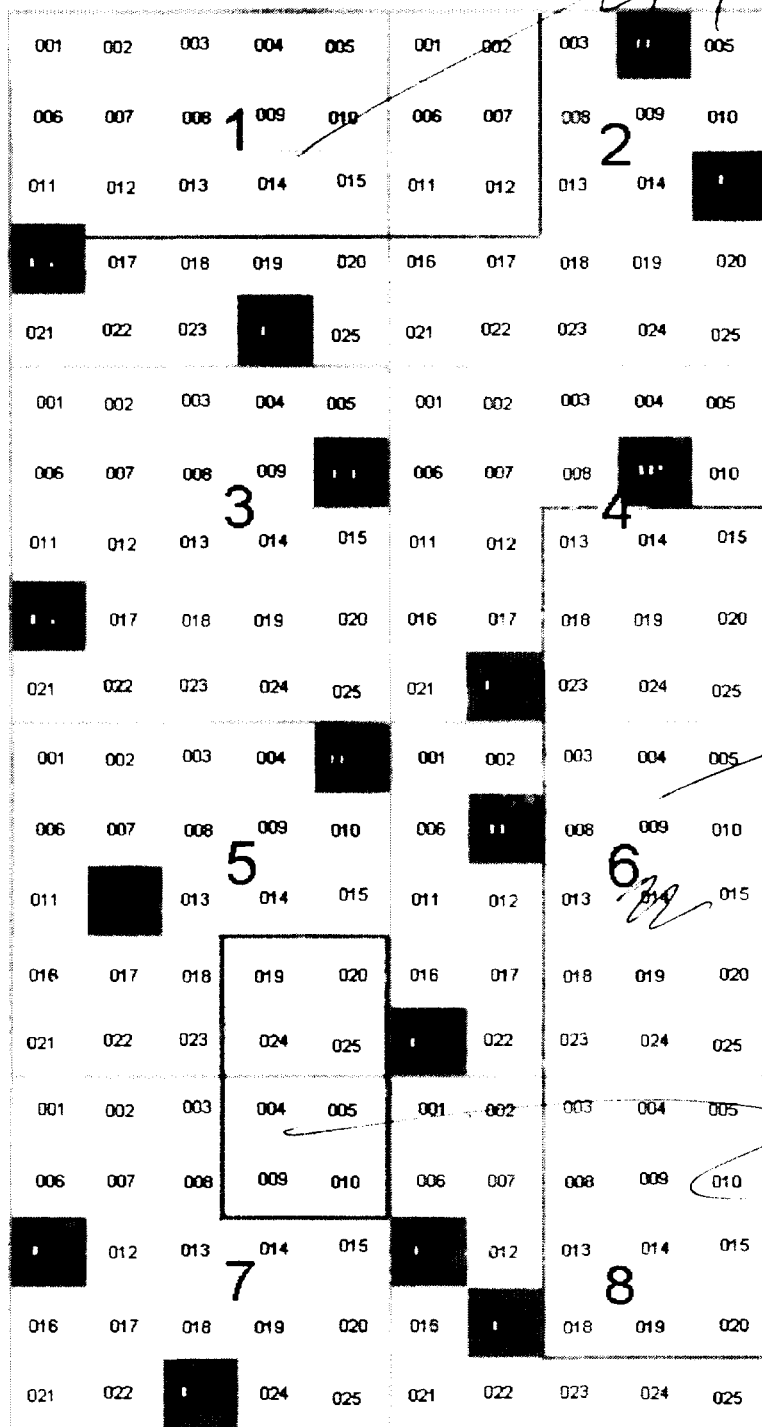
Main Floor Grid

Sample Locations

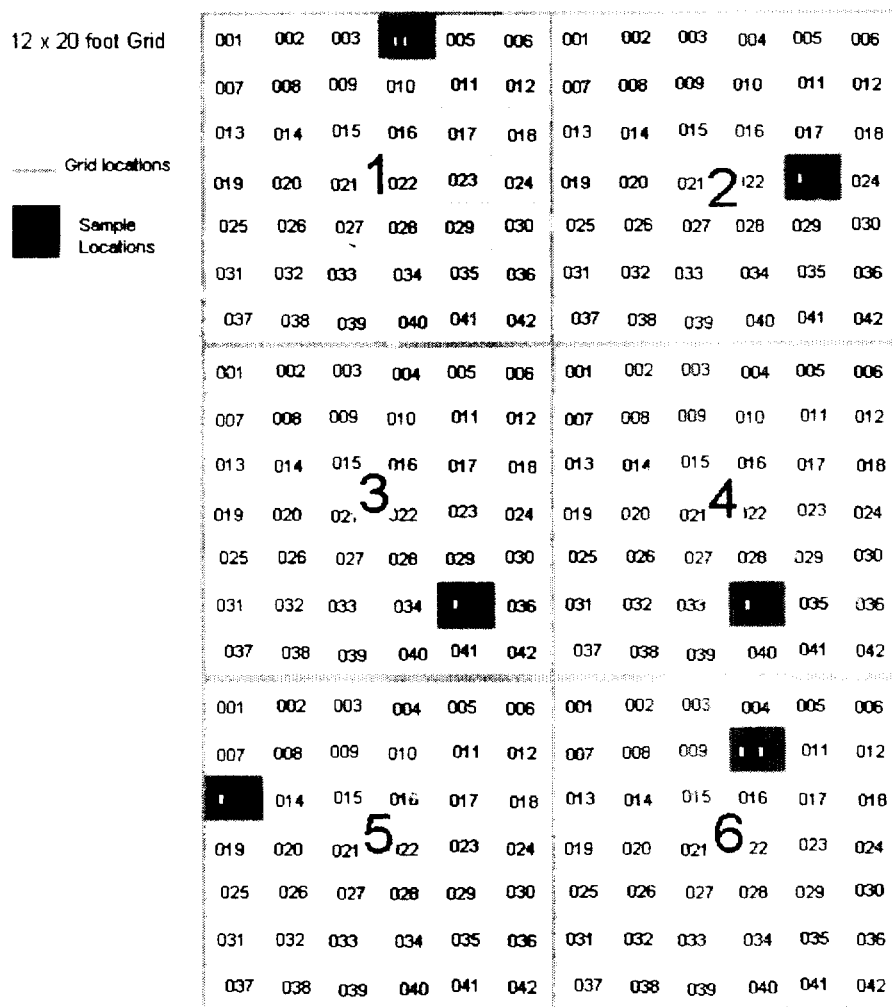
Grid Locations

12x 20 area

Rooms in building



12x20 Excavation
Figure 2: main floor grid



Leland S. Pitt

Leland S. Pitt
Certified Industrial Hygienist
ABIH Certificate Number 4303

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